

The right to notice and a hearing when the State takes custody of one's children ■ An end to debtor's prison ■ An end to indeterminate sentencing for vagrants ■ The right to court-appointed counsel for anyone facing imprisonment ■ Public hearings on rent profiteering and substandard housing conditions in Maine's largest cities ■ Legislation establishing the implied warranty of habitability ■ The right to a fair hearing in termination of Medicaid proceedings ■ The creation of in forma pauperis procedures in court proceedings ■ Use of federal court procedures to stop an eviction based on civil rights violations against the bi-racial family being evicted ■ The right to home school one's children ■ A successful challenge to the maximum ceiling for AFDC benefits ■ The right of married students to participate in extracurricular school activities ■ Negotiating a snowmobile for students unable to reach the school bus stop when the town refuses to plow their road ■ Stopping the denial of public benefits to categories of people, including the families of enlisted men, individuals disabled by psychoneurotic disorders and step-parents ■ The elimination of solitary confinement on bread and water in the Maine State Prison ■ The tribal land claims suit on behalf of Maine's Native American Tribes ■ "truth in lending"

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## PINE TREE LEGAL ASSISTANCE

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1967- 2002

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female police officers ■ Consent decrees leading to improvements in conditions in the state and county jails and at Pineland Center ■ Maine v. Thiboutot, 448 U.S. 1 (1980) ■ Assurance that general assistance would continue to function as a safety net for poor Mainers ■ National policy change on the calculation of financial aid for college students receiving housing subsidies ■ Successful challenges to the termination of disability benefits for individuals whose medical condition had not improved ■ Accessibility for the South Portland bus system ■ The right to a jury trial in eviction proceedings ■ Establishing a new standard of measurement for piece work by migrant farmworkers ■ Challenges to local regulation of the digging of marine worms ■ Establishment of basic field sanitation conditions for migrant workers ■ Do Your Own Divorce in Maine ■ pro se clinics in divorce and family law proceedings ■ The "Helpline" for pro se litigants in family law cases ■ Passage of the Aroostook Band of Micmacs Settlement Act ■ recognition of the rights of cross-border Indians to receive financial aid as college students ■ The AMHI consent decree ■ The right of AFDC recipients to receive child support in a timely manner ■ Successful challenges to the inclusion of HUD and FmHA utility rebates as income for food stamp purposes ■ The right of a kindergarten student with disabilities to ride on the school bus ■ Making government notices easy to read ■ Individual help to 300,000 Mainers ■



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## Pine Tree Legal Assistance

**Pine Tree Legal Assistance** is a non-profit corporation providing legal assistance to people in the State of Maine whose income is one hundred twenty-five percent of the federal income poverty guidelines or less.

[What's new at our website? 9/5/2002](#)

[Join us at our 35th Year Celebration](#) September 21st

[Important Information for our Clients](#)

Help us develop the HelpMeLaw website. Try out the search engine, the library, and send us your comments.



### How to Contact Us for Help

<a href="#">English</a>	<a href="#">Español</a>	<a href="#">Français</a>	<a href="#">По-русски Russian</a>	<a href="#">Tieng Viet Vietnamese</a>	<a href="#">Serbo- Croatian</a>	<a href="#">Arabic (.pdf)</a>	<a href="#">Khmer (.pdf)</a>
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### Learn About Maine Law Self-Help Information

[English](#)

[Español](#)

[News 2002](#) (news items for our clients)

[Low-Income Taxpayer Clinic](#) | [Programa de asistencia al contribuyente de bajos ingresos](#) | [НАЛОГОВАЯ КЛИНИКА ДЛЯ МАЛООБЕСПЕЧЕННЫХ](#) (Russian)

[Tax Tips from the PTLA Taxpayer Clinic](#) (how to save money and get more back)

[Courthouse Assistance Projects](#) (help with Divorce and Custody matters in Springvale, Biddeford, York,

Portland, Lewiston, West Bath, Augusta, Bangor and Waterville)

## General Program Information

[News From Pine Tree Legal Assistance](#) (updated 9/5/02)

[About Pine Tree Legal Assistance](#)

[Pine Tree's Technology Grants](#)

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[How You Can Support Pine Tree  
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[Pine Tree's Eligibility Guidelines](#)

[Pine Tree Legal Assistance 2001 Annual Report](#)

To view a poignant 2-minute video about the economic realities of poverty in America, go to the [Catholic Campaign for Human Development](#) site, and click on the "Tour Poverty USA" box.

[Volunteer Opportunities](#)

[Employment Opportunities](#)

[Maine District Court Forms for Family Law](#) (interactive format)

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[Other Legal Resources](#)

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## OFFICES

Pine Tree serves clients throughout the State of Maine from offices in Portland, Lewiston, Rockland, Augusta, Bangor, Presque Isle and Machias. Pine Tree also manages the Volunteer Lawyers Project which provides assistance to eligible clients in certain cases from private attorneys throughout the state.

- [Aroostook County Office](#)
- [Augusta Area Office](#)
- [Bangor Area Office](#)
- [Lewiston Office](#)
- [Machias Intake Office](#)
- [Portland Area Office](#)
- [Rockland Office](#)
- [Farmworker and Native American Units](#)  
[Volunteer Lawyers Project](#)

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## HOW YOU CAN SUPPORT PINE TREE

You can contribute to the dynamic and important work carried on by Pine Tree in a variety of ways. Obviously, financial contributions are welcome at any time of the year and are tax-deductible. Similarly, Pine Tree's limited financial resources can be stretched even further by the contribution of goods or services: in recent months, individuals, organizations and Maine corporations have made in-kind donations ranging from subscriptions to legal research materials to the donation of office furnishings.

Pine Tree also welcomes your donation of time as a volunteer: a variety of different tasks and supportive services can benefit from additional attention throughout the course of the year. Both nonlawyers and lawyers who are interested in volunteering their time to the organization are welcomed. We welcome expressions of interest in serving on the Pine Tree Board of Directors.

[Click Here](#)  
for the many ways you can help Pine Tree's work.

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## OTHER LEGAL RESOURCES

### [Links to Other Legal Services Providers](#)

[Maine State Judicial Branch -- including Guide to Small Claims Proceedings](#)

[Maine Attorney General -- including Consumer Law Guide](#)

[Maine Constitution and Laws -- Maine statutes on line](#)

[On Line Rules of Maine State Government Agencies](#)

[Maine State Government](#)

[Maine State Legislature](#)

[Federal District Court, District of Maine](#)

[Maine Lawyers' Network](#)

[Maine Lawyers Review](#)

[Maine Equal Justice Project](#)

[Maine Legal Services for the Elderly](#)

[Disability Rights Center \(Maine\)](#)

[Immigrant Legal Advocacy Project \(Maine\)](#)

[Maine State Bar Association](#)

[Maine Bar Foundation](#)

[Maine Trial Lawyers Association](#)

[Maine Board of Overseers of the Bar](#)

[American Bar Association Legal Help Center](#)

[ABA Division for Legal Services \(includes Dialogue Magazine\)](#)

[Legal Services Now \(an electronic publication of the ABA\)](#)

[Consumer Credit Counseling Services of Maine](#)

[Maine State Law and Legislative Reference Library](#)

[Cleaves Law Library \(now hosting the Maine Rules of Civil Procedure\)](#)

[Legal Information Institute \(Cornell University\)](#)

[Around the Web in Eighty Minutes \(One hundred sites for legal and factual research\)](#)

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To browse our library of legal materials, click on "[Legal Library](#)".

### News

- Sep 18, 2002 ~ Time Running Out on Welfare Law  
[Associated Press/abcNEWS.com](#)
- Sep 17, 2002 ~ More Mainers to get health coverage  
[Kennebec Journal](#)
- Sep 16, 2002 ~ Retirement Health Benefits Eroding  
[USA Today](#)
- Sep 13, 2002 ~ Migrant Tree Workers Lured by Green  
[Portland Press Herald](#)

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## STATEMENT OF PRIORITIES PINE TREE LEGAL ASSISTANCE

Approved by the Board of Directors on March 21, 2001

As a statewide provider of free legal services to low-income individuals, Pine Tree follows a general list of priorities for the range of services available from its basic field offices and special projects, and that list is reprinted below. It is intended to provide general guidance to the public regarding those legal issues that are traditional areas of concern for our statewide civil legal service program, including those for which no other legal resource is currently available in Maine. **The precise level of services that will be provided to any individual client depends on staff resources available at the time of the request, and may be limited in scope to brief advice and self-help coaching.** New areas of service are in italics and both highlighted in bold text and underlined.

Pine Tree operates the Volunteer Lawyers Project for the Maine Bar Foundation and both Pine Tree and the VLP collaborate in providing assistance to low-income individuals in Maine. In areas where the VLP plays an especially significant role in providing representation to low-income individuals, that role has been highlighted in the text below.

Starting in 2001, Pine Tree will also consider adoption of a programwide workplan for each calendar year in order to highlight areas of special concern to low-income individuals in Maine. The workplan is expected to identify four to five legal problems for which Pine Tree will provide staff resources from one or more local field offices or special projects. Those problems may already be listed below but they may also include new areas of concern. The workplan may also include pilot projects to address longstanding areas of concern for low-income individuals where no other organization or entity appears available to provide assistance. This workplan will be presented to the Board for approval at its spring meeting and will also be publicized on the Pine Tree website.

### **I. PRIORITY NUMBER ONE: MAINTAINING, ENHANCING AND PROTECTING INCOME AND ECONOMIC SECURITY FOR LOW-INCOME MAINERS.**

#### **A. Goal: To protect subsistence income through public assistance programs.**

- i. Cases: Represent individuals appealing denial, reduction or termination of income and non-cash assistance programs. Pursuant to a special state contract, represent individuals who are recipients of general assistance or TANF in obtaining disability benefits. **Refer individuals with disability claims who are ineligible for the Pine Tree contract and individuals with unemployment compensation claims to pro bono attorneys through the VLP.**
- ii. Matters: Provide information, assistance and referral where appropriate to individuals with questions about income and non-cash assistance programs. Update and maintain or create other appropriate legal education

materials. Provide comments in response to public rulemaking requests involving public assistance programs. Respond to inquiries involving public assistance programs that seek Pine Tree's special expertise in these programs on behalf of State agencies, local communities or the Legislature.

**B. Goal: To insure the accurate handling of child support payments to benefit custodial families.**

- i. Cases: Represent custodial parents who face the loss of public assistance as a result of allegations regarding past or present child support payments.
- ii. Matters: Provide information, assistance and referral where appropriate to individuals with questions about child support collection and payments. As appropriate, update or create client education materials.

**C. Goal: To enhance opportunities for low-income individuals to find stable employment through education, training, and job placement programs.**

- i. Cases: Represent individuals denied benefits or opportunities through publicly-funded education, training and job placement programs. As staff resources permit, represent individuals whose employment licenses have been improperly annotated or revoked.
- ii. Matters: Provide information, assistance and referral where appropriate to individuals with questions about education, training and job placement programs. As appropriate, update or create client education materials related to this area of law.

**D. Goal: To protect individual family assets and income essential to maintain stability.**

- i. Cases: As staff resources permit, represent individuals with serious consumer problems, including onerous installment purchases, financial scams or price gouging. As staff resources permit, represent individuals in personal bankruptcy to preserve the family home. As staff resources permit, represent individuals who have a meritorious defense to an alleged overpayment of a public benefit where collection of the overpayment will diminish the household income if unaddressed. **Refer other individuals with consumer problems (especially bankruptcy, debt collection and small damage claims) requiring representation to pro bono attorneys through the VLP.**
- ii. Matters: Provide information, assistance and referral to individuals regarding consumer matters, including but not limited to debt collection and student loan repayment. As appropriate, update "Debt Collection in Maine" and other related client education materials.

E.

Goal: To enforce legal rights of individual taxpayers related to federal tax obligations and programs.

- i. Cases: Consistent with a special grant from the IRS, represent or provide pro bono referrals through the VLP to individuals involved in tax controversies with the Internal Revenue Service, particularly on behalf of victims of domestic violence and individuals with limited English proficiency.
- ii. Matters: provide information, assistance and referral to low-income individuals and individuals who speak English as a second language regarding federal tax rights and responsibilities. As appropriate, conduct low-income taxpayer clinics for individuals who speak English as a second language or who face equivalent literacy barriers. Provide self-help materials and other resources on the Internet and in hard copy.

F.

Goal: To enforce legal rights of individual employees who are confronted with legal problems related to their jobs.

- i. Cases: As staff resources permit, represent individuals involved in work-related legal disputes, including denials of parental leave benefits, and wage and hour violations, which threaten the economic stability of their family where no other legal service is available.
- ii. Matters: As staff resources permit, provide information, assistance and referral to individuals with employment-related legal problems where no other legal service is available.

## II. PRIORITY NUMBER TWO: PRESERVATION OF HOUSING AND RELATED NEEDS

A. Goal: To preserve subsidized and other affordable family housing situations.

- i. Cases: Represent families or individuals with the following types of serious housing problems: families and individuals with disabilities facing eviction from publicly subsidized units; families and individuals with disabilities facing private eviction where the client will be left homeless if the eviction is successful; individuals who face the loss of their housing subsidy as a result of eviction; individuals or families facing eviction who are residents of mobile home parks; individuals facing eviction who have long term leases or other significant interests in maintaining their housing; and individuals or families facing eviction under exceptional circumstances that would make moving a special hardship for that individual or family.

- ii. Matters: Provide information, assistance and referral where appropriate to low-income individuals with questions about subsidized and other affordable family housing and, where appropriate, individuals referred pursuant to the HUD housing counseling program.

**B. Goal: To enforce Maine law regarding housing on behalf of low-income individuals.**

- i. Cases: Represent individuals or families who are confronted with violations of Maine law regarding housing: individuals and families facing illegal eviction, including wrongful utility shutoffs; warranty of habitability cases (including common metering, lead and asbestos abatement); cases regarding repairs, rent abatements and/or terminating the tenancy to pursue suitable housing.
- ii. Matters: Provide information, assistance and referral where appropriate to low-income individuals with housing questions. Update "The Rights of Tenants in Maine" and other housing legal education materials as appropriate.

**C. Goal: To insure that low-income Maine families do not face illegal or unnecessary utility terminations and benefit fully from federal and state laws regarding fuel assistance programs.**

- i. Cases: Represent individuals or families who are confronted with utility terminations or who have been denied fuel assistance benefits.***
- ii. Matters: Provide information, assistance and referral where appropriate to Maine families or individuals facing utility disconnection or needing fuel assistance. Distribute existing client education materials on these topics to appropriate clients and develop new client education materials as needed.***

**D. Goal: To protect home ownership by low-income Maine individuals.**

- i Cases: Represent individuals and families who are confronted by legal challenges to initial or continued homeownership, including families denied access to or facing foreclosure from publicly funded mortgage loans, individuals or families who have been denied poverty tax abatements and individuals or families who become subject to improper actions by their municipality which threaten continued residence in their family home. As pro bono resources permit, refer individuals with real estate disputes and individuals with private foreclosure problems to pro bono attorneys through the VLP.

- i. Matters: Provide information, assistance and referral where appropriate to low-income individuals and families who are confronted by legal challenges to initial or continued homeownership.

**E. Goal: To utilize Pine Tree's special expertise in low income housing on broader issues, where appropriate:**

- i. Matters: As requested, respond to inquiries from state agencies, the Legislature or other groups on low-income housing issues. As appropriate, participate in projects that address the legal aspects of housing for low-income individuals.

**III. PRIORITY NUMBER THREE: PROMOTING THE SAFETY, STABILITY AND WELL-BEING OF LOW-INCOME MAINERS**

**A. Goal: To assist victims of domestic violence and their children in obtaining protection from abuse and stabilizing their family situation.**

- i. Cases: Represent victims of domestic violence and their children in protection from abuse cases on referral from local shelters or, in appropriate cases, self-referral. Where appropriate, final orders should address custody determinations, preservation of housing and coverage of medical bills.
- ii. Provide information, assistance and referral to low income individuals with questions regarding protection from abuse. As requested, participate in local domestic violence task forces or similar projects. Respond to inquiries from shelters, the Courts, state agencies and legislators regarding legal issues facing victims of domestic violence. Where appropriate, develop client education and website materials on protection from abuse.

**B. Goal: Assist low-income individuals to make informed decision regarding divorce and other family law proceedings, including parental rights and responsibilities.**

- i. Cases: Where staff resources permit or where special grants support this work, represent victims of domestic violence, individuals with disabilities and other individuals in special need of legal representation in resolving family law disputes. Serve as a guardian ad litem upon request of the Court in appropriate cases involving low-income children. Refer other eligible individuals needing family law representation to the VLP for possible representation by pro bono attorneys.
- ii. Matters: Provide information, assistance and referral to individuals with

legal questions regarding family law. Update and maintain self-help materials for family law litigants, including website information and interactive forms. Participate in projects sponsored by the courts and others which will assist pro se litigants in these proceedings. Coordinate and maintain courthouse assistance projects to assist pro se litigants.

**C. Goal: To maximize access to health care for low-income individuals in Maine.**

- i. Cases: Represent individuals facing the following barriers to access to health care: individuals denied Medicaid benefits, including scope of services, denial of nursing care or community based waiver services. Represent individuals who should have been exempted from managed care because they meet one of the enunciated criteria for exemption. Represent individuals denied benefits under managed care. Represent individuals with charity care claims.
- ii. Matters: Provide information, assistance and referral to individuals with legal questions regarding health care. Provide comments in response to public rulemaking involving Medicaid or managed care. As requested, participate in projects or respond to inquiries from State agencies, legislators or others seeking Pine Tree's special expertise in Medicaid/managed care issues.

**IV. PRIORITY NUMBER FOUR: IMPROVING OUTCOMES FOR CHILDREN**

**A. Goal: To maximize children's access to necessary health care**

- i. Cases: Represent children denied Medicaid benefits or Medicaid-type services which the Department has an obligation to help arrange.
- ii. Matters: Provide information, assistance and referral to individuals whose children need health care or health-related services, including early intervention services. Update or create client education materials in this area.

**B. Goal: To give all children access to appropriate educational programs**

- i. Cases: As staff resources permit, represent children with special education claims and students for whom residency is a barrier in enrollment in local schools, especially students with disabilities that impact on learning who cannot access other legal services to assist with these problems. Refer other individuals who cannot access free legal services to the VLP for possible pro bono representation.

- ii. Matters: Provide information, assistance and referral to individuals whose children do not have access to appropriate educational programs. Update or create client education materials involving educational issues.

**C. Goal: To maximize and protect income specifically intended for children, including public benefits programs and child support.**

- i. Cases: Represent individuals in denials of child's SSI and Social Security benefits and meritorious waiver of recovery of child's SSI and Social Security overpayment denials or in cases involving potential error in payment of child support payments by SELU.
- ii. Matters: Provide information, assistance and referral for families facing legal problems involving income for their children, including custodial parents who are not receiving child support as ordered or needed from the noncustodial parent, and parents of children with disabilities who may face reductions or terminations in the child's disability benefits.

**D. Goal: Improve coordination of government services for children with disabilities**

- i. Cases: As staff resources permit, represent children with disabilities requiring enhanced coordination of governmental services.
- ii. Matters: Provide comments in response to public rulemakings involving governmental services for children with disabilities. Participate in projects which will foster improved coordination of services. As requested, respond to inquiries in this area from state agencies, the Courts and the Legislature.

**V. PRIORITY NUMBER FIVE: MEETING THE LEGAL NEEDS OF POPULATIONS WITH SPECIAL VULNERABILITIES**

**A. Goal: To enforce laws protecting the rights of migrant workers in Maine.**

- i. Cases: Represent migrant workers<sup>1</sup> facing legal problems associated with their status as migrant workers, including but not limited to problems with employment, recruitment, compensation, health, housing, immigration issues where permissible, discrimination, education, consumer matters, public benefits and workers compensation.
- ii. Matters: Provide information, assistance and referral to at least migrant

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<sup>1</sup> This section traditionally referred to migrant farmworkers. The new language is intended to give staff flexibility, as resources permit, to address the needs of all migrant workers in Pine Tree's service area. This group may include workers in the seafood industry and other nonagricultural settings.

workers facing legal problems associated with their status as migrant workers. As requested, respond to inquiries from state agencies, the Legislature or other groups on migrant worker issues. As appropriate, participate in projects which address the legal needs of migrant workers. Provide outreach to labor camps and migrant worker sites around the State associated with the various harvest activities. Produce 1 - 2 issues/year of the Farmworker News and other appropriate client education materials.

**B. Goal: To enforce laws protecting the rights of Native Americans.**

- i. Cases: Represent Native Americans facing legal problems related to their status as Native Americans, including but not limited to access to health care, border crossing issues, discrimination and the Indian Child Welfare Act. As staff resources permit, represent Native Americans with other legal problems for which they have sought help from the Native American Unit of Pine Tree Legal Assistance.
- ii. Matters: Provide information, assistance and referral to Native Americans regarding legal problems related to their status as Native Americans, as well as with other legal problems for which they have sought help from the Native American Unit of Pine Tree Legal Assistance. As staff resources permit, provide legal assistance to Native Americans with other legal problems for which they have sought help from the Native American Unit of Pine Tree. As requested, respond to inquiries from state agencies, the Legislature or other groups on Native American issues and participate in projects that address the legal needs of Native Americans. Provide outreach to all four tribal offices/reservations on a regular basis. Produce regular issues of the Wabanaki Legal News and other appropriate client education materials.

**C. Goal: To enforce laws protecting the rights of low-income individuals with limited English proficiency.**

- i. Cases: Represent individuals with limited English proficiency who need legal intervention to enforce their rights, including the following: victims of domestic violence, individuals facing eviction or unable to access housing because of discrimination; individuals who have received denials or have been unable to access government benefit programs, and individuals confronting immigration issues ( where permissible.)
- ii. Matters: Provide information, assistance and referral for individuals with limited English proficiency who do not have equal access to governmental services, or who are confronted with a civil legal problem for which they have sought assistance from Pine Tree.. As requested,



*respond to inquiries from state agencies, the Legislature or other groups on legal problems facing individuals with limited English proficiency and participate in projects which address their legal needs.*

**D. Goal: To enforce laws protecting the rights of low-income individuals with disabilities.**

- i. Cases: Represent individuals with disabilities who need legal intervention to enforce their rights, including the following: individuals facing eviction or unable to access housing because of discrimination on the basis of disability; individuals who have received incorrect denials of SSI and social security benefits for non-disability reasons and in meritorious waiver of recovery of SSI and Social Security overpayment denials; individuals with disabilities whose access to governmental services is limited due to disability. Accept referrals from the Office of Advocacy in the Dept. of Mental Health and Mental Retardation pursuant to the State contract with that agency.
- ii. Matters: Provide information, assistance and referral for individuals with disabilities who do not have equal access to governmental services or other legal benefits and rights. As requested, respond to inquiries from state agencies, the Legislature or other groups on legal problems facing individuals with disabilities, and participate in projects that address their legal needs.

**VI. PRIORITY NUMBER SIX: IMPROVING THE DELIVERY OF LEGAL SERVICES AND ACCESS TO JUSTICE FOR LOW-INCOME MAINERS STATEWIDE**

**A. Goal: To respond to the emergency needs of low-income individuals who are unable to access any other legal service and whose legal claims involve a problem within Pine Tree's expertise.**

- i. Cases: As necessary, represent eligible individuals or families facing emergencies which threaten basic necessities, personal safety or wellbeing who cannot otherwise access free legal services to address these problems, with approval from the Directing Attorney, Litigation Director or Executive Director.

**B. Goal: To improve the ability of low-income individuals to respond and resolve legal problems without requiring representation.**

- i. Matters: To maintain and update Pine Tree's legal education materials, in both written form and on the Internet. To assist and support alternative

dispute resolution mechanisms relevant to potential clients, including mediation projects. To maintain and coordinate courthouse assistance projects using volunteers to provide information to pro se litigants. To maintain and coordinate the VLP "helpline" for pro se litigants in family law cases. As requested, to participate in projects or work with the Courts, state agencies and the Legislature in addressing the needs of pro se litigants.

**C. Goal: Foster expanded resources for low income individuals with legal problems.**

- i. Matters: As necessary, provide information and referral to individuals seeking legal assistance for which a resource other than Pine Tree is available. Sponsor a regular "intake and referral" statewide conference. Work with the Maine Bar Foundation to develop the potential of pro bono resources through the VLP and other initiatives. Participate in projects sponsored by the MBF, the Courts and others which will promote new or expanded legal resources for low income individuals.

**D. Goal: Improve the ability of Pine Tree staff to deliver high quality legal services.**

- i. Matters: Promote effective program management through the use of Central administrative staff and local Directing Attorneys. Encourage professional development and utilize training events where appropriate. Hold office and programwide meetings to review staff activities and office issues. Monitor administrative activities in order to maximize effective use of staff time. Facilitate use of technology where it will expand resources available to potential clients. Encourage collaboration with other legal services staff and private attorneys, especially where this will promote innovation or improved services at Pine Tree.

## **Pine Tree Legal Assistance Work Plan for 2001 - 2003**

For a two-year period starting in the spring of 2001, Pine Tree is adopting a work plan to address legal issues of particular concern to low-income individuals living in Maine, for whom there is no other resource or where there is a potential for program wide improvements as a result of Pine Tree's involvement. The legal problems that are the focus of the program work plan will supplement existing advocacy handled pursuant to the program's Statement of Priorities, adopted by the full Board of Directors in March of 2001. The areas of concern are as follows:

(1) To provide a greater assurance of long-term financial stability to low-income families struggling with consumer debt, Pine Tree and the VLP will jointly sponsor self-help bankruptcy clinics to secure the current protections contained in Chapter 7 bankruptcy laws. A significant volume of demand for bankruptcy protection is anticipated in light of Congressional action in this area, and the current VLP resources will not be sufficient to meet this demand. It is hoped that between 5 and 10 clinics can be held around the State during the next six months.

(2) To address the best interests of children in family law cases, Pine Tree will accept 10 - 15 appointments to serve as a Guardian *ad litem* in cases where neither parent has an attorney and where the Court believes appointment of a guardian is necessary to assist the Court in its decision-making processes. It is expected that these cases will be concentrated in the Portland and Bangor office service areas initially, although Presque Isle may be added at a later date.

(3) To provide a greater assurance of economic stability to households in which the primary wage earner has been injured, Pine Tree will handle 5 - 10 "medical only" workers compensation cases on behalf of clients primarily in the Bangor field office service area, which have been prescreened by law firms experienced in handling workers compensation cases for employees.

Pine Tree will assess both the level of staff time involved in handling these cases and the case outcome at the end of this period, in order to determine whether these cases should become part of the general mix of work handled by Pine Tree and the VLP in the future.

**PINE TREE LEGAL ASSISTANCE  
YOUTH LAW INITIATIVE**

April 2, 2002

Although Pine Tree Legal Assistance has traditionally played a significant role in advocacy on behalf of low-income children, much of that work has been done in the context of general legal services work, rather than specifically focused on the needs of children. Recent discussions with private bar and court leaders have highlighted two areas where Pine Tree could play a leadership role in addressing unmet needs for this important client population:

- In the greater Portland area, homeless teens are a significant client population served by Preble Street Resource Center, a local advocacy organization that serves low-income adults and children. Pine Tree has been asked to provide weekly intake at the Preble Street Resource Center for their teen population. (We have also been asked to provide similar intake for the adult population.) This caseload is expected to focus on traditional Pine Tree areas of expertise, including benefits, education, housing and domestic violence. Pine Tree is working with other youth law programs to develop appropriate intake and retainer forms. The new initiative would be launched in May for an eight month period, using staff time from current Muskie Fellow Alison Beyea. Assuming the initiative proves successful and staff resources permitting, the program would be continued.
- The Maine juvenile justice system presently relies on court-appointed attorneys to provide support to children who become involved in juvenile delinquency proceedings. Pine Tree was approached to focus its next Muskie Fellowship on juvenile justice issues in order to (1) provide additional support to the network of court-appointed attorneys around the State in a manner similar to the focus of the first Muskie Fellowship on guardians *ad litem* in family law cases, and (2) to address the educational component of many juvenile proceedings, which cannot generally be addressed by court-appointed attorneys. Court and bar leaders suggest that many children in juvenile proceedings are lacking adequate educational and mental health services for which an advocate is needed. Pine Tree is exploring preliminary ways to become involved in this area, including service as a court-appointed attorney in juvenile proceedings in 2 - 3 courts in southern Maine and work with advisory committees involved in this area. Assuming the initiative proves successful and staff resources permitting, the program would be continued.



## Pine Tree Legal Assistance Client Eligibility Policy

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### Intake

All initial requests for assistance from potential clients should be entered into Practice Manager contemporaneously if possible, in order to benefit from the program's various computerized eligibility and timekeeping features. If that is not possible (as with in-court assistance provided at the request of a local judge), the client intake should be entered into Practice Manager at the earliest possible time.

1. If an **apparent conflict** exists, review the underlying intake(s) to determine the facts and discuss the nature of the conflict with the Directing Attorney or one of the Directors of Training and Litigation. If the client is not eligible for assistance as a result of the conflict, advise the client that they are not eligible under our conflicts policy and advise them of our grievance procedures. In no event should the precise nature of the conflict be described to the individual who is barred from representation as a result of it.

2. **Check citizenship status.** If the individual indicates that he/she is not a U.S. citizen, the Pine Tree policy on Representation of Certain Aliens (45 CFR 1626) should be followed. (Remember that Pine Tree is allowed to provide assistance with protection from abuse proceedings regardless of citizenship status.) If the individual is not eligible for assistance under this policy, immediately advise the individual of that fact and advise them of our grievance procedures.

**IN ALL CASES, if the individual is seeking "in person" assistance, rather than help over the phone, a citizenship attestation form must be signed by the client and kept with the file.**

3. If the individual who is seeking assistance is currently **incarcerated**, the Pine Tree policy on Representation of Prisoners (45 CFR 1637) should be followed. If the individual is not eligible for assistance under this policy, immediately advise the individual of this fact and advise him/her of the grievance procedures.

4. List all gross (not net) income sources and itemize assets actually available to this client. If there are no assets, affirmatively indicate "zero" on the asset section of Practice Manager. Review the financial eligibility criteria section of this policy memo to determine if a particular client meets the financial eligibility criteria for a particular funding source.

**NOTE: Practice Manager automatically incorporates the financial calculations associated with LSC eligibility criteria. If the screen indicates that the case cannot be handled with LSC funding, either utilize the appropriate alternative funding source or contact the Executive Director for approval to proceed using LSC funding.**

5. In determining the client's household size, the number of dependents must be determined. Dependents are the persons actually dependent on the income of the prospective client. If a person is making regular support payments to an ex-spouse for the support of children, the payment amounts should be deducted from the client's income, but the children should not be counted as dependents. Your client may be the dependent of the household income provider(s); if so, determine the total number of persons in the household dependent on that income.

If the household includes other adults, their income and assets should be included whenever they are actually available to support this client and/or the client's minor children. (If the relationship is not a permanent one or it is unclear whether these income and assets are available to the client, review the household financial situation with a supervisor before indicating to the client that their case is eligible for assistance from Pine Tree.)

6. **Verification.** If there is a substantial reason to doubt the accuracy of the eligibility data provided by the prospective client, the individual may be requested to provide appropriate verification. All inquiries regarding verification should be undertaken in a manner consistent with the maintenance of an attorney-client relationship.

7. **Change in circumstances.** If a change in a client's financial circumstances renders him or her ineligible for representation by Pine Tree staff, Pine Tree staff shall cease representation after 30 days written notice to the client if:

- a. Withdrawal is permitted by the court or administrative body where the client's matter is pending; and
- b. The change is sufficiently likely to continue for the client to be able to continue to afford private counsel;

and

c. The discontinuance is not otherwise inconsistent with the attorney's professional responsibility.

**8. Group Representation:** Pine Tree staff may provide legal representation to a group, corporation or association if it is primarily composed of persons otherwise eligible for representation under this policy and if the group, corporation or association provides information showing that it lacks and has no practical means to obtain funds to retain private counsel. Appropriate documentation of the above (including a signed group retainer) shall be maintained in the group client file.

**9. Questions or appeals:** If, after application of the guidelines, the eligibility or non-eligibility of a prospective client is unclear, clarification of the guidelines should be obtained from the Directing Attorney of the office with respect to financial eligibility or from the Directing Attorney of the Farmworker/Native American Unit with respect to citizenship eligibility status. Clients who are deemed ineligible should be advised of the Pine Tree grievance policy and advised of their right to a review under that policy.

**10.** In each case of representation beyond advice only or a brief service, a **retainer agreement** (including a statement of facts in appropriate cases) should be signed by the client and maintained in the case file, consistent with the Pine Tree Standards of Practice.

## FINANCIAL ELIGIBILITY CRITERIA

Pine Tree receives funding support to provide civil legal services to low-income individuals from many different sources. In recording an intake in *Practice Manager*, the specific funding source supporting that service **MUST** be noted. Financial information should be recorded for ALL clients, regardless of the funding source used to support the case.

The original and primary source of support for this advocacy comes from an annualized grant from the Legal Services Corporation, which requires that clients meet financial eligibility criteria (45 CFR 1611) that are established by the Board of Directors of Pine Tree Legal Assistance. Other funding and grants have different eligibility criteria: these include the following current sources of funding:

- United Way of Greater Portland (no income criteria)
- Dept of Justice Civil Legal Assistance to Victims of Domestic Violence (no income criteria)
- STOP (no income criteria)

- LITC (higher than LSC -- see specific memo or check with LITC Coordinator)
- IOLTA (185% of poverty; may be higher with prior approval of the Director)
- MCLSF (may be higher with prior approval of the Director)

Pine Tree has adopted two levels of financial eligibility related to LSC eligibility: Chart A reflects household incomes at 125% of the federal poverty guidelines and Chart B reflects household incomes at 150% of the federal poverty guidelines. Those guidelines are annually revised by LSC and published to the Pine Tree staff, typically in the spring of each year. They are also ratified by the Board on an annual basis.

### **Eligibility Determination**

All eligibility determinations shall be conducted in a professional manner so as to promote the development of a trusting attorney-client relationship between staff and the potential client. Initial eligibility determinations may be conducted in person or by telephone. This determination should always be made consistent with the specific requirements of the funding source which will be used to support the services provided.

### **Income Eligibility**

List all income in the appropriate place on the Practice Manager intake screen. "Income" means actual available current annual total cash receipts before taxes, of all persons who are residents members of and contribute to the support of a family member. Types of income to be considered include, but are not limited to, the following:

- wages;
- rents or royalties;
- child support or alimony payments actually received;
- Social Security benefits if received on a regular basis;
- SSI benefits if received on a regular basis;
- TANF benefits if received on a regular basis;
- VA benefits if received on a regular basis;
- general assistance cash benefits if received on a regular basis;
- unemployment benefits if received on a regular basis;
- workers compensation benefits if received on a regular basis;
- weekly or monthly insurance or pension benefits;
- strike benefits from union funds;
- training stipends;
- income from dividends, interest or from estates and trusts;
- military family allotments or other regular support from absent family member or someone not living in the household;

Income does NOT include the following:



- in-kind assistance;
- value of food stamps;
- non-cash benefits;
- money received from sale of real or personal property or from tax refunds;
- gifts;
- one-time insurance payments or compensation for injury;
- receipts from judgment or settlement funds to certain Native Americans pursuant to PL 94-115 Section 5 (25 USC 459(e)), or to PL 96-420, The Maine Indian Claims Settlement Act of 1980 (25 USC 1728(c)(2));

If the individual's income is within Chart A, the individual is eligible for assistance as an LSC client.

### **Other eligibility factors**

The following special factors must be considered in making the determination to provide assistance to someone as an LSC client:

- (a) **the client's current income prospects do not increase their capacity to obtain counsel.** All income received over the past year must be considered. If a person received income above the guidelines for part of the year but is presently unemployed or not receiving any income and without savings or assets, you may decide the person is unable to retain a private attorney. Likewise, if a person will soon start working at a rate of pay over the guidelines and the case can be delayed without prejudice to the person seeking representation, that person should be rejected or referred elsewhere.
- (b) **There is no low cost legal representation available for this client in this matter.**
- (c) **Serious consequences will exist for this client if legal assistance is denied.**

If the client's situation meets all of the above special factors and if the client's income is over Chart A but is still under Chart B, the following additional factors may be considered, with approval from the Directing Attorney.

(d) **Work-related expenses:** The following items, when incurred, are work-related expenses and may be subtracted from household income:

- child care
- transportation
- tools and equipment
- uniforms
- mandatory union dues
- other expenses necessary for employment

(e) **Fixed Debts:** When the prospective client owes debts totalling more than \$100 and when the debts are for items not currently available for use by the person (such as a car that no longer works), or for services which have been

incurred in the past (such as hospitalization or doctors' fees), such debts should be deducted from income in the amount that the person is actually paying on the debt.

- Payments on debts which are for items or property in current use (mortgage payment for house in which person resides, a car being used by the household, etc.) **are NOT to be deducted.**
- Support payments regularly made for the support of children or others not residing with the prospective client should be deducted from income.
- Past due, unpaid taxes are a debt for the purposes of this section, as are currently due or past due medical expenses.

(f) **Other significant factors** that may be considered include other expenses associated with age or physical infirmity of resident family members, and/or seasonal variations in income related to financial inability to afford legal assistance, with the specific approval of the directing attorney.

**NOTE: If the person is seeking legal assistance to secure benefits provided by a government program for the poor, or if the person's gross income is primarily committed to medical or nursing home expenses, they may be eligible for assistance as an LSC client with prior approval of the Executive Director.**

### **ASSET ELIGIBILITY**

The intake worker shall determine the available assets of all potential clients , including such assets of resident members of the client's family unit that the individual client has actual access to for the purposes of obtaining legal assistance. Any client with assets above the limits specified below shall be determined ineligible for services as an LSC client without prior approval from the Director. The decision to represent otherwise eligible clients with substantial liquid and actually available non-liquid assets shall be made by balancing the immediacy of the need for representation with the value of these assets and the availability of other legal services.

**A. Liquid Assets:** Any actually available liquid asset of the potential client not excluded by 14 M.R.S.A. shall be considered. Inexcludable liquid assets in an aggregate amount exceeding \$2,000 for a household or one or in an amount exceeding \$3,000 for a household of more than one shall disqualify a client from representation.

**B. Non-liquid assets:** Inexcludable, non-liquid assets in an aggregate amount exceeding \$3,000 , not subject to the exclusions listed below, shall disqualify a client from representation with LSC funds. Exclusions include the following:

- (a.) any non-liquid asset exempted by 14 MRSA Section 4422 (ME Exemptions from Attachment and Execution)

- (b.) The total value of the potential client's principal residence;
- (c.) The reasonable equity value of work-related equipment which is essential to the employment or self-employment of an applicant or member of the family unit, provided that the owner is attempting to produce income consistent with its fair market value.
- (d.) The reasonable equity value of a necessary motor vehicle.

**C. Waiver:** In unusual or extremely meritorious cases, the Executive Director may waive the above asset ceiling(s) in order to provide services to an individual with LSC funding. The waiver and reasons for granting it should be documented in the client file.

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### Eligibility Guidelines

### Staff Pages

### Procedures

# ELIGIBILITY CHART A

FAMILY SIZE	ANNUAL GROSS	MONTHLY GROSS	WEEKLY GROSS
1	\$11,075	\$923	\$213
2	14,925	1,244	287
3	18,775	1,565	361
4	22,625	1,885	435
5	26,475	2,206	509
6	30,325	2,527	583
7	34,175	2,848	657
8	38,025	3,169	731
9	41,875	3,490	805
10	45,725	3,810	879

\*Add \$3,850 for each family member above the family size of ten.

These are zero deduction maximums.

Income after deductions cannot exceed these levels.

Income before deductions cannot exceed Chart B levels.

## ELIGIBILITY CHART B

FAMILY SIZE	ANNUAL GROSS	MONTHLY GROSS	WEEKLY GROSS
1	\$13,290	\$1,108	\$256
2	17,910	1,493	344
3	22,530	1,878	433
4	27,150	2,263	522
5	31,770	2,648	611
6	36,390	3,033	700
7	41,010	3,418	789
8	45,630	3,803	878
9	50,250	4,188	966
10	54,870	4,573	1,055

Maximum income levels.

Income may not exceed these levels in any circumstance.

Allowable deductions must bring income within Chart A levels for representation.

Allowable deductions include work-related expenses (child care, transportation, tools and equipment, uniforms, mandatory union dues and other expenses necessary for employment), fixed debts (only for items not currently available for use by the person or for services which have been incurred in the past), support payments (only for children not living in the household), past due unpaid taxes, currently or past due medical expenses and other expenses associated with age or physical infirmity of resident family members.

## 2001 CASE SERVICE STATISTICS

	BRIEF SERVICE (A-E & J)	EXTENDED SERVICE (F-I & K)	OTHER SERVICE	TOTAL
LSC	3,516	784	435	4,735
DOJ	167	82	37	286
VLP	3,955	565	2,341	6,861
LSC Farmworker (includes NH)	174	44	41	259
LSC Native American (includes CT)	175	31	50	256
State, IOLTA, & Filing Fee	815	43	70	928
United Way	70	167	8	245
Coffin	14	68	2	84
Disability Contract	11	31	1	43
MHMR	16	22	1	39
Low-Income Taxpayers Clinic	27	6	14	47
NAPIL	59	19	1	79
STOP Grant	149	217	17	383

Pine Tree Subtotal	5,193	1,514	677	7,384
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<b>TOTAL (with VLP)</b>	<b>9,148</b>	<b>2,079</b>	<b>3,018</b>	<b>14,245</b>
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## CATEGORIES

	LSC	VLP	FWU	NAU	COFFIN STOP UW/DOJ	MH	OTHER FUNDING	OTHER SERVICE	TOTAL
Housing	2,576	199	2	42	2	5	184	404	3,414
Benefits	486	279	33	25	0	1	88	148	1,060
Family	472	2,819	0	68	930	12	501	1,519	6,321
Consumer	331	846	5	4	1	1	58	514	1,760
Other	435	377	178	67	1	19	180	433	1,690

<b>TOTALS</b>	<b>4,300</b>	<b>4,520</b>	<b>218</b>	<b>206</b>	<b>934</b>	<b>38</b>	<b>1,011</b>	<b>3,018</b>	<b>14,245</b>
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<b>FAMILY</b>				
325 - Separation	4	11	-	4
326 - Annulment	1	4	-	2
327 - Grandparents' Visitation Rights	13	19	1	6
331 - Guardianship / Conservatorship	97	100	24	44
341 - Name Change	7	5	7	6
351 - Parental Rights Termination	85	67	21	22
361 - Paternity	19	13	9	4
371 - Divorce with Domestic Violence	172	178	55	74
372 - PR&R with Domestic Violence	87	95	45	31
373 - Domestic Violence PFA	21	54	194	611
374 - Domestic Violence PFH	3	12	11	50
379 - Domestic Violence - Other	124	106	450	60
381 - Child Support - Private/Custodial Parent	144	25	45	33
382 - Child Support - DHS/Custodial Parent	49	16	104	53
383 - Child Support -- Private/Non-Custodial Parent	14	13	5	14
384 - Child Support -- DHS/Non-Custodial Parent	15	66	12	62
390 - Guardian Ad Litem	3	10	16	22
399 - Other Family	124	69	112	93
<b>JUVENILE</b>				
411 - Delinquent	4	2	-	-
421 - Neglected / Abused / Dependent	2	-	-	2
499 - Other Juvenile	21	18	8	7
<b>HEALTH</b>				
511 - Medicaid -- General	7	1	149	72
512 - Medicaid -- Service-Related	1	1	2	46
513 - Medicaid -- Eligibility-Related	-	1	6	96
513A - Medicaid -- Spousal Impoverishment	-	-	-	-
514 - Medicaid -- Cub Care	-	-	-	3
521 - Medicare	-	1	2	5
580 - Private Insurance/HMO Disputes	1	1	1	3
599 - Other Health	10	5	35	34
599B- Advance Directives	-	2	-	-
599F-Discharge from Nursing Facility	-	-	-	-
599G- Discharge from Residential Facility	-	-	1	1
599H Home Based Care	-	-	-	1
599L Med XX Waiver	-	-	-	1
599N Medicare + Choice	-	-	1	1
599O Private Duty Nursing	-	-	-	1
599P Resident Rights --- Nursing Home	-	--	1	1
599Q -- Resident Rights -- Residential F.	-	-	7	2

<b>HOUSING</b>				
611 - Public Housing: Eviction	14	2	374	464
612 - Public Housing: Warranty of Habitability	1	1	30	61
613 - Public Housing: Security Deposit	4	2	43	54
614 - Public Housing: Rent Increase	-	-	16	32
615 - Public Housing: Section 8 Termination	-	-	8	35
616 - Public Housing: Admission	1	-	8	82
617 - Public Housing: Other Subsidy (BRAP, Shelterplus	3	-	131	41
619 - Public Housing: Other	1	5	27	244
620 - Real Property	2	1	4	13
621 - Real Property - Foreclosure	44	56	52	65
622 - Real Property - Property Taxes	2	2	13	11
623 - Real Property - Tax Abatements	1	1	17	9
629 - Real Property - Other	53	45	58	58
631 - Private Housing -- Eviction	61	25	747	942
632 - Private Housing -- Warranty of Habitability	7	10	150	202
633 - Private Housing -- Security Deposit	9	8	84	102
634 - Private Housing -- Rent Increase	2	-	14	19
639 - Private Housing Other	-	-	-	36
640 - Mobile Home -- Eviction	-	1	22	61
641 - Mobile Home -- Other	1	3	11	55
650 - Landlord -- Unfair Trade Practice	1	-	5	9
651 - Personal Property FED	2	19	9	24
660 - Shelters	-	-	3	3
670 - Housing Discrimination	-	-	14	2
699 - Other Housing	36	16	309	181
699A - Eminent Domain	-	-	-	-
699B - Home Repairs	-	-	-	2
699C - Neighbor Disputes	-	1	3	1
699D - Real Estate Transactions	-	1	1	3
<b>INCOME MAINTENANCE</b>				
711 - General Assistance	1	2	87	94
712 - TANF -- General	1	-	95	79
713 - TANF --Overpayments	-	-	-	26
714 - TANF -- Sanctions	-	-	3	15
715 - TANF -- Intentional Program Violations	-	-	-	6
721 - Black Lung	-	-	1	-
731 - Food Stamps	3	1	93	123
741 - Social Security - Disability	35	42	53	40
742 - Social Security - Non-disability	10	8	35	29
751 - SSI - Disability	103	97	62	75

<b>INCOME MAINTENANCE</b>				
752 - SSI - Non-Disability	10	17	48	62
761A - Unemployment Compensation: Not receiving benefits	96	87	7	10
761B - Unemployment Compensation: Currently receiving benefits	7	8	-	-
771 - Veterans Benefits	3	-	3	1
781 - Workers Compensation	9	8	13	35
791 - Fuel Assistance	2	2	9	9
799 - Other Income Maintenance	9	7	38	29
<b>INDIVIDUAL RIGHTS</b>				
811 - Immigration / Naturalization	2	3	25	120
821 - Mental Health & Commitment	6	1	8	9
831 - Prisoner's Rights	1	1	2	1
841 - Handicapped Rights	2	6	4	2
899 - Other Individual Rights	87	70	32	39
<b>MISCELLANEOUS</b>				
911 - Incorporation / Dissolution	-	4	-	-
921 - Indian / Tribal Law - Recognized Tribes	-	-	14	26
922 - Indian / Tribal Law - Non-recognized Tribes	-	-	1	1
931 - License ( Auto & Other )	19	9	6	8
941 - Torts - Affirmative Action	50	46	13	5
942 - Torts - Defendant	18	25	5	3
951 - Wills / Estates	81	51	15	11
999 - Other Miscellaneous (including criminal)	93	67	89	47



**PINE TREE LEGAL ASSISTANCE 1967-1992:  
25 YEARS OF LEGAL SERVICE**

By: Nan Heald, Esq., Executive Director

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Last year, Pine Tree clients included a 73-year-old disabled veteran facing eviction from his Portland public housing project, a 40-year-old victim of domestic violence living in Dixfield with two small children, a widowed truckdriver trying to care for his disabled daughter near Bangor, two Hispanic migrant workers who spoke no English and had been stranded in Jackman, and a young homeless mother of two who was living in a field near Winslow. Each client's income was at or below federal poverty guidelines, qualifying them for free services from Pine Tree, and in each case, Pine Tree advocacy on their behalf was successful. Their cases were just five of the 13,512 individual matters which received some attention from a Pine Tree office or project last year.

Twenty-five years ago this month, Pine Tree Legal Assistance first opened its doors to Maine's poorest residents. Since that time, over 200,000 individual matters have been processed by a Pine Tree office or special project; countless low-income Mainers have benefitted as a result of major litigation or other advocacy initiated by Pine Tree staff.

Before Pine Tree, indigent Maine residents relied on the generosity of their local attorneys for help with their legal problems. Except in a few counties, there were no organized programs for referring those requests for legal help.<sup>1</sup> While quality services were provided, the level of need certainly exceeded the abilities of the private bar.<sup>2</sup>

As Maine bar leaders became interested in developing a comprehensive legal services program, the federal government decided to include federal funding for legal services within the larger War on Poverty campaign in the mid-1960's.<sup>3</sup> In response to that opportunity, and with the leadership of Augusta attorney Seward Brewster, a new entity entitled Pine Tree Legal Assistance was incorporated in the late summer of 1966. The initial funding of \$188,555 came through in early 1967, and the program began operations on July 19th of that year.

The support of the organized bar in Maine was critically important in getting the new program started. At its annual meeting in 1966, the Maine State Bar Association voted to endorse

and sponsor Pine Tree and it subsequently accepted responsibility for appointing the attorney members of the Pine Tree Board of Directors. Millard Emmanuelson and Lewis Vafiades served as the first and second Presidents of the Board<sup>4</sup> and Directors John W. Philbrick and Donald G. Lowry were particularly active in recruiting the first program Director (Professor Charles Tenney of the Nebraska Law College) and the initial staff of nine attorneys.

Pine Tree's original design called for eight regional offices around the State: Portland, Lewiston, Waterville, Skowhegan, Rockland, Bangor, Machias, and Presque Isle. Each office was to be staffed by only one attorney, who would also ride circuit around his service area, using grange halls and similar donated space for local "offices."<sup>5</sup>

The first office serving southern Maine residents was located at 156 Danforth Street in Portland, and was originally staffed by Alex MacNichol and Henry Berry, who were succeeded by Donald Fontaine and Peter VanVoast. Three counties in central Maine were served by attorney R. John Wuesthoff, operating from a small office in Skowhegan. Tom Downing was the staff attorney for western Maine, first operating from offices of the local Community Action Program in Auburn and later, at 143 Park Street in Lewiston. The original staff was completed with the addition of Rendle Jones in Bangor, Richard Clawson in Rockland, Richard Schade in Waterville, George Lauriat in Presque Isle and David Gould in Machias.

The new advocates moved quickly to challenge various aspects of the legal system, attracting substantial press coverage in their wake. Within six months, local papers had reported on legal victories on behalf of parents whose children had been removed for temporary custody without notice or a hearing, the abandonment of mass arraignment of defendants in district court, and the release from custody of a mother given an indeterminate sentence for stealing a pair of baby shoes worth \$1.47.<sup>6</sup>

Under the direction of Don Fontaine, who served as Director of the program from 1968 to 1972, Pine Tree advocates took cases which would maximize the impact of their small staff by achieving needed reform on behalf of low-income people around Maine. As a result, by 1973, Pine Tree advocates had already overturned many fundamental barriers to justice, including an end to debtors' prison and indeterminate sentencing of vagrants, the right to court-appointed counsel for anyone facing imprisonment and for parents involved in child protective proceedings, the right to a fair hearing in numerous cases (including termination of Medicaid benefits and child protective proceedings), and the creation of in forma pauperis procedures.<sup>7</sup>

Pine Tree advocacy had also effected real improvements in

living conditions for Maine's low-income families, including successful challenges to the maximum ceiling for AFDC benefits and to various exclusions denying public benefits to several different categories of persons, such as families of enlisted men, individuals disabled by psychoneurotic disorders, and step-parents. Well-publicized public hearings on rent profiteering and substandard housing conditions led to improved code enforcement in Maine's largest cities and legislation establishing an implied warranty of habitability and other important tenant rights. Early Pine Tree advocacy in the area of prison reform also led to the elimination of indefinite solitary confinement on bread and water in the Maine State Prison.<sup>8</sup>

These dramatic successes were not achieved without cost. Many of the original staff attorneys had left the program by 1970 and rapid expansion of staff at times resulted in serious fiscal crises.<sup>9</sup> Pine Tree offices in Saco and Rockland were closed in 1970. The Lewiston and Skowhegan offices were closed just two years later and services to both areas consolidated under the direction of a new Augusta office during the brief tenure of program director Denison Ray. A strike of Pine Tree secretaries and paralegals in the summer of 1975 reverberated painfully within the program for years.

It was also inevitable that Pine Tree advocacy would rub against strongly held opposite views. An early article in the Maine Bar Bulletin noted that "Pine Tree has injected into the life of the State of Maine an attitude and approach [stubbornness and antagonism] toward the practice of law which is quite different from what most of us have known."<sup>10</sup> In March of 1969, the city of Bath cut its appropriation to the local CAP agency by two-thirds in retaliation for a Pine Tree suit on behalf of general assistance recipients, the first of many occasions on which public officials would bemoan the fact that Pine Tree was using taxpayer funds to challenge the actions of federal, state and local governments.<sup>11</sup>

Notwithstanding those challenges, Pine Tree continued to grow as an organization and to maintain the high level of advocacy which was its trademark.<sup>12</sup> The first State appropriation to Pine Tree was made during the three year tenure of Director Susan Calkins, on a one-time basis in order to restore the office in Lewiston. By Pine Tree's tenth anniversary, a constellation of six neighborhood offices around the State was efficiently providing a base for operations, and staffing levels were beginning to expand.

The mid and late 1970's also saw major continued achievements in a range of public benefits cases involving various procedural and substantive rights, including the kinds of medical services compensable under Medicaid, the right of general assistance applicants not to have their grants reduced by the

amount of food stamps received and other challenges to general assistance maximums.

New legal strategies included the use of "truth-in-lending" and Hill-Burton claims to defend consumer credit transactions and debt collections. Staff began intervening in PUC proceedings on behalf of low-income utility consumers and initiated a series of challenges to Maine's financial responsibility laws which led to more formalized procedures for determining liability in car accident cases.

A number of different cases impacted on housing rights within Maine, including due process challenges to FmHA's use of the "foreclosure by publication" statute and to exclusionary zoning ordinances which kept out mobile homes in certain communities. Advocates successfully brought a claim of title case based on a 1954 oral conveyance of land after the client was served with an eviction notice by his brother in the late 1970's. Pine Tree attorneys also successfully resolved the mass eviction of almost 100 families by the Presque Isle Housing Authority in retaliation for repair demands.

Pine Tree staff also handled several significant employment cases during the 1970's, including one which established the standard for misconduct discharges in unemployment compensation cases, Moore v. Maine Dept. of Manpower Affairs, 388 A.2d 516 (Me. 1978) and precedent-setting discrimination claims on behalf of female police officers in Auburn and Machias.<sup>13</sup>

In other significant litigation, Pine Tree attorneys negotiated a major consent decree in 1975 which led to improved conditions in county and municipal jails around the State.<sup>14</sup> Litigation challenging conditions at Pineland Center and the State Prison in Thomaston was also begun during this period.<sup>15</sup> Former Pine Tree attorney Robert Mittel also won the program's first case before the U.S. Supreme Court, thereby establishing the right to challenge purely statutory violations as Section 1983 claims. Maine v. Thiboutot, 448 U.S. 1 (1980).

Pine Tree was changing as an organization during these years. Director Michael Feldman, who ran Pine Tree from 1977 to 1982, saw first tremendous growth and then, the sudden evaporation of resources during his tenure.

Legal services funding under the Carter Administration increased substantially in an effort to achieve the national goal of "minimum access" to legal services by poor people (defined as two attorneys for every 10,000 poor people). By January 1981, the program had expanded to a staff of 33 attorneys (roughly one attorney for every 4,300 poor people), in addition to paralegal administrative and support staff.<sup>16</sup>

The election of President Reagan brought the years of expansion to an end. Pine Tree lost one-quarter of its federal funding and one-third of its staff (including several experienced attorneys) in the year from 1981 to 1982. Although all office locations were kept open, some dramatic internal changes occurred in response to the drop in funding.

The most significant change was the formation of Downeast Law Offices in the summer of 1981, in anticipation of future funding cuts. Downeast absorbed a total of 9 former Pine Tree attorneys, 3 paralegals and 4 secretaries, who rented space and office equipment from Pine Tree, took their Pine Tree cases with them, and were paid on a reduced fee basis to complete those cases through a specified level. Each Downeast attorney also agreed to provide 120 hours of pro bono time during 1982 and 1983 to income-eligible clients of Pine Tree.

The remaining staff and new Director David Kennedy worked through many difficult re-structuring decisions during the next four years, from 1982 to 1986. Priorities for case acceptance at all the Pine Tree offices were narrowed to issues involving basic necessities such as housing and income maintenance. The process for handling requests for help also changed, as Pine Tree converted to an intake system which relied upon secretaries to screen all calls for legal assistance rather than scheduling all income-eligible callers for an appointment with a Pine Tree advocate. Increasingly, clients were interviewed by telephone rather than in person at local offices. The need to document a high volume of case statistics to the federal funding source pressured local offices to provide brief service to multitudes, rather than extended service to a few.

It is all the more remarkable that Pine Tree's tradition of high quality advocacy could be maintained during these tumultuous years, but such was the case.<sup>17</sup> The importance of the local general assistance program as a "safety net" for people in need was highlighted by the Law Court's decision in Page v. City of Auburn, 440 A.2d 363 (Me. 1982), and a series of subsequent cases.<sup>18</sup> The right of poor people to be treated with dignity by the public officials whose help they sought was highlighted in several cases involving a town's insistence on conducting a food search in the client's home before granting aid.<sup>19</sup>

Cases involving subsidized housing continued to be an important part of the Pine Tree caseload. One such case was a class action on behalf of USM students whose financial aid had been reduced as a result of a new policy which counted housing subsidies as income for financial purposes; as a result of Pine Tree court action, the federal government rescinded the policy on a national basis and the financial aid packages for Maine students were recalculated for the entire school year.<sup>20</sup>

While self-help evictions were not new, the 1980's saw many clients faced with illegal evictions of various sorts: breaking all the windows, removing the apartment doors, tearing out the appliances and utility services, and one remarkable case where the landlord first shut off the utilities and then literally towed the trailer out of his mobile home park without bothering with any legal niceties. The Presque Isle office also struggled for seven years with the "Frenchville sewer case" involving issues of financial responsibility for a housing development's sewer system.

Pine Tree successfully challenged efforts to cut off benefits to disabled individuals whose medical condition had not improved and AFDC recipients who had received lump sum settlements. Pine Tree also handled a series of class action cases involving the level of AFDC benefits for clients eligible for student aid, and for recipients of child support payments and other funding which could increase household income for their families.<sup>21</sup>

Other significant cases led to the Law Court's final blow to debtor's prison, challenges based on the lack of handicapped-accessibility of the South Portland bus system and the Maine courts, and clarification of the right to a jury trial in eviction proceedings.<sup>22</sup>

In the late 1980's, Pine Tree's increasing involvement with job training programs for welfare recipients mirrored the State's increasing emphasis on that approach. In particular with the ASPIRE program (designed to educate and train AFDC recipients to obtain substantial employment), Pine Tree became involved in both administrative and judicial advocacy to ensure that the program was realizing its full potential.<sup>23</sup>

In the State Legislature, the years from 1982 to 1992 have also marked a number of remarkable achievements, including expansion of the general assistance program, increases in AFDC levels in every year from 1982 to 1990, and creation of the Maine Health Program and other health-related benefits, all of which are at least partially attributable to Pine Tree advocacy.

The State began providing regular appropriations to Pine Tree in 1983. The program's financial pressures were further eased with the advent of funding through the Maine Bar Foundation's IOLTA program, starting in 1986.<sup>24</sup> In that same year, Pine Tree began contracts with two state agencies to provide legal services to their client populations, a decision which further lightened funding pressures but also pushed the work of the program into slightly different priority areas.<sup>25</sup>

Variations on those budget problems continued during Director Pamela Anderson's tenure from 1986 to 1990 and,

regrettably, they persist to the present. Today, Pine Tree's total staff includes less than 23 attorneys,<sup>26</sup> and budget shortfalls continue to whittle away at the total numbers. However, despite an erosion of the program's funding base, a number of separate projects have survived and even expanded services during Pine Tree's 25-year history.

#### NATIVE AMERICAN UNIT

When Pine Tree was created, the Native American communities within the State occupied a pocket of poverty unequalled in the rest of Maine. None of the four tribes indigenous to Maine (the Passamaquoddy Tribe, the Penobscot Indian Nation, the Houlton Band of Maliseet Indians or the Aroostook Band of Micmacs) was recognized by the United States, and this lack of recognition meant that no tribal members received any services from the Bureau of Indian Affairs or the Indian Health Services. Services from the State Department of Indian Affairs were very limited and, as victims of discrimination within their local communities, low-income tribal members received far fewer benefits than other poor people in the town.

With a 30% increase in federal funding in 1969, the Pine Tree Board decided to place an attorney in Washington County to deal with the legal problems of the Native Americans there. That attorney was Thomas Tureen and his work with the Passamaquoddy Tribe formed the basis for the first major land claims on behalf of the Indian tribes in the eastern United States. The successful decision in Joint Tribal Council of the Passamaquoddy Tribe v. Morton, 388 F. Supp. 649 (Me. 1975), aff'd 528 F.2d 370 (1st Cir. 1975) signalled the start of a new era for Maine's Native Americans and ultimately led to the 1980 Maine Indian Claims Settlement Act 25 U.S.C. §§ 1721-1735 (1980) providing over \$81 million in compensation for the three tribes included in its terms.

The Indian Legal Claims Unit at Pine Tree was dissolved in the mid-1970's, when its staff affiliated with the Native American Rights Fund. In 1989, it was re-established as the Native American Unit, with special funding directed towards the federal recognition efforts of Maine's two remaining unrecognized tribes. It was first used to fund a private counsel for the Houlton Band of Maliseet Indians, in their eleventh hour request to be included in the 1980 Settlement Act. The omission of the Aroostook Band of Micmacs from the 1980 settlement presented very complicated issues and those took eleven years to resolve successfully. However, the Micmacs joined the three other recognized tribes last year with passage of the Aroostook Band of Micmacs Settlement Act. 25 U.S.C. § 1721 note (1991). The Unit is now likely to shift its energies towards more individual matters on behalf of tribal members.

## MIGRANT FARMWORKER UNIT

Federal funding for the creation of specialized farmworker units within existing legal services programs was made available in response to a LSC study which concluded that the country's migrant farmworkers both faced substantial difficulties in gaining access to legal services and confronted problems which required a specialized legal staff with expertise in their issues. The Farmworker Unit at Pine Tree was created in 1977. It was first housed in Lewiston under the direction of attorney Tom Benjamin; in the early 1980's, it was re-located to Bangor in order to provide services to migrant clients from a more central location.

Historically, the migrant work force which helped to harvest Maine's crops was primarily composed of Native Americans from the Maritime Provinces and northern Maine. While thousands of Native Americans still come to Maine each summer to harvest blueberries, many Maine growers now utilize farm labor contractors to recruit predominantly Hispanic workers from Texas, Florida, California and elsewhere to harvest broccoli, rake blueberries, plant and thin trees, pick apples and work at egg farms. Jamaican workers are flown in to pick apples and harvest other fruits and vegetables.

Many early Farmworker victories involved the standard of measurement by which the piece rate for compensation was determined. One such class action involved apple pickers compensation on a "bushel box" basis from 1974 through 1976, where the standard of measurement was a box which was actually a bushel and one-eighth.<sup>27</sup> A similar class action was successfully resolved on behalf of blueberry rakers whose compensation plummeted when the grower began using a larger "berry box" to determine their piece rate.<sup>28</sup> Other early cases involved working conditions and compensation for woodworkers and successfully challenged local authority to regulate digging of marine worms.<sup>29</sup>

In the 1980's, the Farmworker Unit participated and tracked enforcement of various rulemakings establishing basic field sanitation conditions (toilets, drinking water and handwashing) for all agricultural crops, and filed several significant lawsuits involving the minimum wage that growers must pay if they wish to use temporary foreign workers.<sup>30</sup> Recent cases have continued the Unit's strong record of advocacy on behalf of migrant blueberry rakers and Hispanic egg workers given false promises at the time of recruitment, no written disclosure of work terms, inadequate housing, illegal deductions from wages and retaliatory firings.



## FAMILY LAW PROJECT

By the early 1970's, Pine Tree was no longer handling many individual divorces and instead had shifted resources into the development of appropriate client and community education in the area of family law. These first resulted in an in-house "do it yourself" manual on divorce and later, a popular book entitled "Do Your Own Divorce In Maine" which was reportedly the most often stolen book in public libraries. Although there was little judicial enthusiasm for pro se representation in divorce, it clearly met a need for poor couples lacking funds for a lawyer, especially as divorce became increasingly common in Maine.<sup>31</sup>

By the late 1980's, numerous changes in family law had made the process of divorce increasingly complicated. The "Do Your Own Divorce" book had ballooned up from 78 to 184 pages and pro se litigants faced numerous stumbling blocks in obtaining a successful order. Even so, court records in 1990 suggested that almost half of all divorces heard in that year involved at least one unrepresented party.

With special funding from the Maine Bar Foundation, the Family Law Project was created in 1990 to address those issues, through the provision of "do your own divorce" clinics in which participants would be walked through the forms and procedures necessary to obtain a divorce in Maine. In its first year, the Project sponsored six clinics around Maine, using Pine Tree staff and volunteer attorneys from the local community as teachers. The Project also created a videotape entitled "Divorce . . . On Your Own" to provide an overview of the divorce process.

During 1991, the FLP provided services to almost 1,200 clients, adding over 20 more clinics, a telephone "helpline" to provide ongoing legal support to pro se litigants working their way through the process, and a courthouse project in several southern Maine district Courts to provide immediate volunteer assistance to individuals picking up the forms for divorce and post-divorce proceedings. Pro bono services from close to 200 attorneys and lay volunteers have been coordinated to greatly expand the impact of this small project.

## VOLUNTEER LAWYERS PROJECT

The very first issue of the Maine Bar Bulletin in September of 1967 assured anxious readers that Pine Tree would not be competing with private attorneys for business but, rather, was in a partnership with the bar to meet the needs of clients who would otherwise have been taken on as charity cases.<sup>32</sup> Nowhere has this partnership been better expressed than through the creation of the Volunteer Lawyers Project.

Its beginnings can be traced to the early efforts of the

Cumberland Legal Aid Bureau to refer clients to private attorneys, which were transformed into a local referral program with the Portland office of Pine Tree. This successful project was mirrored on a statewide basis when the Board of Governors of the Maine State Bar Association adopted a referral program in 1975, based on a minimum commitment of twelve hours per year per participating attorney. As with the Cumberland County program, the plan relied on referrals from Pine Tree staff.

Given the availability of federal funding for such a program, Pine Tree sought and obtained the political and financial support of the MSBA Board of Governors and the Cumberland County Bar Association for a more comprehensive referral program. The initial budget of \$72,450 was intended to permit one centralized "referral and intake" office for both Pine Tree and pro bono cases, and in its first full year of operation, the Referral Unit provided service to a total of 10,360 clients, most referred to other Pine Tree offices.

By September of 1982, the Unit had recruited 425 lawyers throughout the State to handle up to three cases a year on a free basis and had referred a total of 315 cases during the first six months of the year. Pine Tree also had received notice that it would henceforth be required to contribute a significant percentage of its basic federal grant to projects involving private attorneys in the provision of legal services, and determined to allocate this percentage to support and expand its private bar component.

In 1983, together with Pine Tree, the Maine State Bar Association and Maine Bar Foundation established the Volunteer Lawyers Project to organize, encourage and coordinate pro bono efforts among lawyers in Maine. Pine Tree contributed \$86,341 to this project in 1983 and retained control over the day to day operations of the project and its staff, although the policy direction for the VLP was henceforth to come from the Maine Bar Foundation. In subsequent years, the VLP has received increasing funds from the IOLTA program and the voluntary check-off on bar registration dues, although Pine Tree continues to provide more than half of its total funding.

In the years since its creation, the VLP has expanded its operations significantly. Today, roughly 70% of the private bar serve as participating attorneys or "lawyers of the day" -- one of the highest percentage participation rates in the country and the success of the project has been highlighted at pro bono conferences around the country. Certainly, its record of achievement is well-known to Maine attorneys and does not require further elaboration here.

VLP staff continue to develop new ways to recruit and involve the private bar in the delivery of legal services, and to

follow shifts in client need for service. (For instance, last year, referrals of family law, unemployment, and bankruptcy matters dominated the categories of cases accepted by pro bono attorneys). As a result of VLP staff efforts, in partnership with the private bar and other lay volunteers, 8,420 individuals receives some legal assistance in 1991, an increase of 35% over the preceding year.

### CONCLUSION

Twenty-five years ago, public awareness of the legal needs of Maine's poverty population was almost uniquely the province of Pine Tree staff and Board members and the Board of Governors of the Maine State Bar Association. Over time, that circle gradually expanded to include many within the private bar who co-counseled cases with Pine Tree staff or were otherwise associated with a Pine Tree office. New funding from the State and IOLTA widened the circle even more, as legislators and members of the Maine Bar Foundation became involved in the struggle to provide services in the early 1980's. With the formation of the Maine Commission on Legal Needs in 1989 and issuance of its report in 1990, public awareness of the precise level of unmet need was assured.<sup>33</sup>

In the two years since issuance of the Commission's report, Pine Tree and other legal service providers have begun new efforts to coordinate and expand their services. The Maine Bar Foundation continues to provide strong leadership in both funding and promoting the delivery of legal services to Maine's poor population. The Maine State Bar Association has actively lobbied the State Legislature for increased legal services funding and conducted several legal education programs on pro bono issues for its members, culminating with the "Access to Justice" symposium which was the highlight of last month's summer bar meeting.

In its early years, Pine Tree staff were often dismissed as "self-proclaimed heart jerkers. [or] . . . rejects from VISTA and the Peace Corps."<sup>34</sup> Today, Pine Tree graduates include many of Maine's best lawyers and several judges, and its current staff serve on numerous judicial and bar committees where their expertise in poverty law is welcomed.<sup>35</sup> Although Pine Tree was once viewed as a training ground for young lawyers, most of its staff now have 10+ years of experience as poverty lawyers and have chosen to make legal services work their career. Most flattering of all, despite well-publicized low staff salaries, third-year law students and experienced attorneys regularly contact Pine Tree offices in hopes of obtaining employment at one of the six office locations or four special projects.

The best gauge of Pine Tree's success as an institution has been its effect on the lives of Maine's low-income population. Pine Tree advocacy over the past twenty-five years has wrought

fundamental changes in the way in which low-income people are housed, financially supported, educated, treated for their medical problems and able to work in Maine. Equally important, the rights of those in poverty to use the legal system to redress their grievances and defend against claims has been vastly improved. Every attorney in Maine who has been affiliated with Pine Tree through service in a Pine Tree office or its Board of Directors can take pride in the extent to which this organization has given meaning to Maine's constitutional guarantee of "equal access to Justice" for all its people.

1. Legal Services for the Elderly was not created until 1974; the Cumberland Legal Aid Clinic at the law school was also not established until 1970. See 1 FM&W, Me. Civ. Pr. § 90 (Supp. 1981); 6 Me. Bar Bull., No. 1 pp. 6-7 (1972).

2. The early history of Pine Tree Legal Assistance is detailed in an unpublished manuscript by John C. Page, "Legal Services Come to Maine: Assessing the Impact of Pine Tree Legal Assistance, 1966-1973" (Dec. 1984) which was submitted as an independent writing project at the University of Maine School of Law.

3. Initially, federal funding came from the Office of Economic Opportunity; in 1974, the Legal Services Corporation was created and took over that funding role. Pine Tree is believed to have been the first statewide legal services program in the country, as OEO funding was originally intended to support regional or community legal services programs.

4. Subsequent Board Presidents were John W. Philbrick, Donald Lowry, Gerald Petrucelli, Arthur LaFrance, Joan Phillips Sandy, Robert N. Moore, Jr., Kermit Lipez, James Doheny, Karen Massey, Elizabeth Butler, John Emory, Judy Guay, Bruce Whitney, Theresa Bryant and the current President, Barbara Raimondi.

5. Regular circuit-riding proved very impractical with such a small staff, and was eventually abandoned. However, the value of that approach in providing rural access to legal services has not been ignored. Under the auspices of the Maine Bar Foundation Legal Needs Study Implementation Committee, it is now being reprised as a pilot project in conjunction with LSE and the Legal Aid Clinic in Oxford and Androscoggin Counties. Current plans call for legal services staff to visit four communities in those two counties on a regular basis, using local courthouses and other donated space for offices.

6. Portland Press Herald, November 18, 1967; Lewiston Daily Sun, February 3, 1968.

7. These cases and many other important decisions are cited in Pam Anderson's excellent article in honor of Pine Tree's 20th anniversary, entitled "Pine Tree Legal Assistance: 20 Years of Equal Justice" Maine Bar Journal, Volume 2, No. 4 (July, 1987) at pp. 200-204.

8. Id., at 201-203. Also, "Pine Tree Loses Branches; Roots Seek Nourishment" Maine Sunday Telegram, March 10, 1974.

9. Internal Pine Tree documents indicate that the program faced a serious cash shortage in 1969 and had developed a contingency plan under which PTLA would not reimburse travel costs, toll calls, court costs or purchase new office supplies for the final six months of the year for any office or employee.

10. "Disclosure System on CBS-TV" Maine Bar Bulletin March, 1969 at 11. The same issue later references the existence of a "liaison committee" established in 1968 to negotiate hostilities between Pine Tree attorneys and the private bar, although the report noted that those tensions had eased in recent months. "Cumberland Report" in the same issue.

11. The suit challenged the City's decision to require welfare recipients to repay their grants by working for the City at only half the prevailing minimum wage. Maine Times, March 15, 1969.

This tension became most evident when Pine Tree first sought state funding, during various debates in the State Legislature. Pine Tree received a state appropriation of \$50,000 in 1975 and promptly incurred the wrath of Governor Longley by naming him as a defendant in a suit over cutbacks in AFDC. In response, the Governor publicly denounced the use of taxpayer money to support Pine Tree. Evening Express, September 18, 1975.

12. Many of the cases discussed in this article are not reported decisions, but are described in the annual Docket Report of significant cases, which Pine Tree Legal Assistance prepares each year and which are available for review at Pine Tree offices.

13. These cases are described in more detail in Pine Tree Docket Reports for 1975, 1976, and 1978-1992. The Auburn police officer case was Maine Human Rights Commission v. City of Auburn, 408 A.2d 1253 (Me. 1979), 425 A.2d 990 (Me. 1981).

14. SCAR v. Henderson focused on conditions in Kennebec County and is reported in the Pine Tree Docket Reports for 1975-1979.

15. Anderson, supra note 7, at 203-204.

16. Census statistics indicate that there were over 140,000 poor people in Maine in 1979. Not all 33 attorneys were providing direct services to clients, however. Basic legal services staff

included 26 attorneys, in addition to 2 Farmworker attorneys, 2 attorneys in the Legislative Unit, 2 Directors of Training and Litigation and the Executive Director himself.

17. Except where otherwise mentioned, the following cases are all drawn from the annual Docket Report of Pine Tree Legal Assistance for the years 1980 through 1991.

18. Another important general assistance decision was Beaulieu v. City of Lewiston, 440 A.2d 334 (Me. 1982).

19. The policy was referenced but not reached in Carson v. Town of Oakland, 442 A.2d 170 (Me. 1982). It was squarely rejected by the Aroostook County Superior Court in a proceeding entitled Dionne v. Van Buren, reported in the Pine Tree Docket Report for 1989.

20. Borden v. Bennett, U.S. District Court proceeding which is reported in the 1987 Docket Report.

21. Among the many AFDC cases are the following important victories: Wilcox v. Ives, 676 F. Supp. 355 (D. Me. 1987), aff'd, 864 F.2d 915 (1st Cir. 1989); McKenney v. Sullivan, 743 F. Supp. 53 (D. Me. 1990); Evans v. Commissioner, 933 F.2d 1 (1st Cir. 1991); We Who Care v. Sullivan, 756 F. Supp. (D. Me. 1991) and Skidgel v. Ives, federal court citation unavailable (1992).

22. Debtors prison was addressed in Wells v. State of Maine, (Me. 1984); the right to a jury trial was defined in North School Congregate Housing Partners v. Ruth Merrithew, 558 A.2d 1189 (Me. 1989).

23. The parties reached a consent agreement in Davis v. Commissioner, Kennebec County Superior Court (90-CV-98); a favorable Law Court decision was rendered in Dumont v. Ives, 589 A.2d 938 (Me. 1991).

24. See M. Bar R. 3.6(f). Efforts to utilize the interest on certain client funds held in trust by attorneys (IOLTA) to fund civil legal services were begun in 1981.

25. The two agencies were the Department of corrections and the Department of Mental Health and Mental Retardation. Pine Tree continues to maintain those contracts, and is now providing services pursuant to a third contract for disability advocacy with the Department of Human Services.

26. Presently, 6 of the 26 attorneys work only part-time at Pine Tree, resulting in a total of 22.8 full-time equivalent attorneys on staff.

27. Weuckus, et al. v. Chick Orchards, et al., Kennebec Superior Court, as reported in the Pine Tree Legal Assistance Docket Reports for 1979 through April of 1981.

28. Maine Blueberry Workers' Association, et al. v. Jasper Wyman & Sons, Inc., et al., Washington Superior Court Order of November 22, 1978, as reported in Pine Tree's Docket Report for March 1, 1979.

29. James, et al. v. Town of West Bath, et al., 437 A.2d 863 (Me. 1981).

30. One of the first was Bragg, et al. v. Donovan, U.S. District Court (District of Columbia), as reported in Pine Tree Legal Docket Report of August, 1983.

31. "Do It Yourself Divorce? -- Make Sure You're Prepared" Morning Sentinel, August 21, 1975 at 9.

32. Charles W. Tenney, Jr. "Legal Services in Maine" Maine Bar Bulletin, Volume 1, Number 1 (September 1967).

33. Chaired by Senator Muskie, the Commission conducted public hearings at eight locations around the State and issued a widely publicized report in May of 1990, chronicling the fact that almost 20% of the State's population was eligible for Pine Tree services but only 25% of their legal problems were receiving attention.

34. Legislative Record - House, May 4, 1971 at 2166-2167.

35. Because this is the history of an institution, the achievements of specific staff members have not been identified. Pine has been rich in staff resources and this brief history would double in size if that approach had been taken.





## **Background information on Pine Tree Legal Assistance:**

When Pine Tree first opened its doors in 1967, the world in which many of its clients lived was very harsh. Maine still had a debtor's prison; individuals harmed by government action had no right to be heard. Individuals in small towns often were denied services simply because of local feeling against their families. Qualified women who were denied a job solely because of their gender had no recourse. Many children with disabilities were kept at home or in state institutions and received no public schooling.

Over the past 35 years, **Pine Tree advocates have helped to change this world.** The abolition of debtors prison, the right to due process and a fair hearing, the first successful employment discrimination lawsuits, improved housing codes and accessibility for people with disabilities are all legacies of Pine Tree's commitment to individual clients who sought our help, one person at a time.

Since 1967, **Pine Tree has helped over a quarter of a million low-income Mainers** with their most urgent legal problems. Many of our clients are the working poor: people who work 40 hours a week in minimum wage jobs and support a spouse and children. Others are single parents trying to provide a stable family life for their children. Some are adults with significant disabilities who are struggling to live independently.

While federal funding cutbacks have dramatically reduced staffing in recent years, Pine Tree has been able to identify new funding sources and has moved aggressively to find efficient ways to deliver legal services and legal information to Maine people. Pine Tree was the second legal services program in the United States to have a **web site** (at <http://www.ptla.org>) and the first to offer legal information to the public on its site: today, those **legal education materials are viewed online thousands of times each month.** Pine Tree also developed innovative programs to offer assistance with court forms and basic court procedures in family law at local courthouses – today, there are courthouse assistance projects operating in several communities around the State.

Pine Tree maintains offices in Portland, Lewiston, Augusta, Rockland, Bangor, Machias and Presque Isle. Special units offer services to migrant farmworkers and Native Americans and Pine Tree staffs the Volunteer Lawyers Project, a *pro bono* project that utilizes the volunteer services of private attorneys in handling cases for low-income Mainers that would otherwise be unaddressed because of staffing limitations at Pine Tree. **Pine Tree helps people resolve serious legal problems that threaten the family's livelihood, well being or safety.** By providing effective counsel and advice in civil matters, we insure that low-income people have access to our system of justice and to the help they need to become or remain self-sufficient.

In the vast majority of cases, Pine Tree does not resort to litigation. Most problems are resolved through simple advice, a quick explanation of the law, referral to another resource or negotiations. However, **when Pine Tree does go to court, we win nine cases out of ten.**

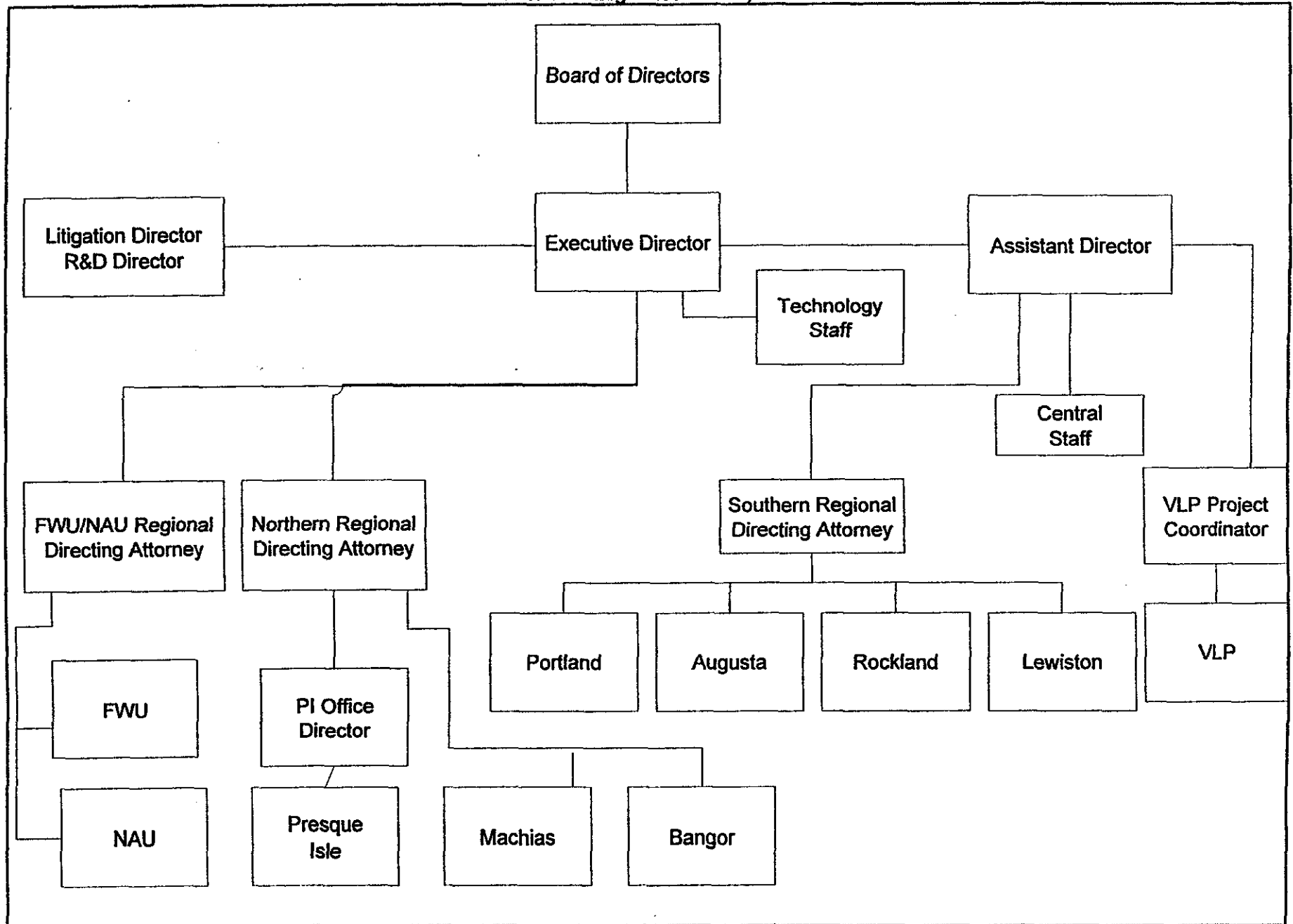
A 1994 program audit by our federal funder concluded that Pine Tree is one of the best legal services programs in the United States. Roughly 14% of the total program budget goes toward administrative expenses and fundraising; the remainder is spent on direct client services.

PINE TREE LEGAL ASSISTANCE, INC.  
SEPTEMBER 2002

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**Pine Tree Legal Assistance, Inc.**



2000 - 2002  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
PINE TREE LEGAL ASSISTANCE, INC.  
AND  
PINE TREE LEGAL ASSISTANCE ATTORNEY ASSOCIATION,  
NATIONAL ORGANIZATION OF LEGAL ASSISTANCE WORKERS,  
DISTRICT 65, U.A.W.

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COLLECTIVE BARGAINING AGREEMENT dated this 17th day of November, 1999 and effective as of January 1, 2000 is entered into between the PINE TREE LEGAL ASSISTANCE ATTORNEYS ASSOCIATION (the "Union") and PINE TREE LEGAL ASSISTANCE, INC. ("Pine Tree"), as follows:

## ARTICLE 1

### RECOGNITION

1.1 Pine Tree recognizes the Union as the sole and exclusive bargaining agent for all staff attorneys employed by Pine Tree at its locations including the Farmworker Unit in Bangor, Maine, but excluding all employees already in existing collective bargaining units, all Directing Attorneys, all Directors of Training and Litigation, the Executive Director, office clerical employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

1.2 Staff Attorneys are all attorney employees of Pine Tree, except Directing Attorneys, Directors of Training and Litigation, attorneys in managerial or supervisory (i.e., evaluative) positions, up to four attorneys hired on a temporary basis for less than one year, law students, replacements in law student positions, and lawyers serving as independent contractors, not as employees as defined under Maine law.

1.3 Where a temporary attorney is hired to fill a permanent position on an interim basis, Pine Tree shall continue good faith efforts to fill the permanent position during this period. In this circumstance, the use of a temporary attorney for more than a six month period will count as two of the four temporary positions. In the circumstance where an attorney is hired for the position but cannot fill it until sometime after the expiration of the initial six month period of the temporary attorney's employment, the position shall be counted as one of the four temporary positions.

1.4 Replacements for staff attorneys on leave pursuant to this Agreement who are at Pine Tree for six (6) months or more shall be considered members of the bargaining unit, except that Articles 6, 7, 15, 20, 21, 23, 30 and 31 shall not apply to replacement attorneys. Replacement attorneys hired for a period of less than six months are not eligible for union membership.

## ARTICLE 2

### MANAGEMENT RIGHTS

2.1 Subject to the limitations contained in this Agreement, Pine Tree shall retain the power to operate and manage its operations, including the determination of the means and methods by which its operations shall be carried out; the direction and supervision of its employees; the promulgation of rules and regulations necessary for the efficient and effective operation of its offices; and the determination of the number and placement of its employees.

## ARTICLE 3

### UNION SECURITY/DUES CHECK-OFF

3.1 It shall be a condition of employment under this Agreement that all employees covered hereunder shall either be members of the Union in good standing or, if any employee chooses not to join the Union, choose from the options of either (1) paying to the Union a service fee equal to eighty percent (80%) of monthly Union dues towards the cost of collective bargaining, contract administration and the adjustment of grievances or (2) authorizing in writing the payment of an amount equal to monthly Union dues to a charity of the employee's choice.

3.2 Upon written authorization from the employee affected, Pine Tree shall deduct from the wages of each employee covered by this Agreement all such fees and dues as are prescribed by Paragraph 1 above, as certified to Pine Tree by the Union Treasurer on a yearly basis.

3.3 If, within thirty (30) days of employment, an employee fails to comply with the terms of Paragraph 1, Pine Tree, upon request by the Union, shall discharge said employee. Upon subsequent failure to comply with Paragraph 1 above, Pine Tree upon request by the Union, shall discharge said employee.

3.4 If an employee pays the amount required by Paragraph 1 within five (5) days of receiving notice of termination pursuant to Section 3, the termination shall be rescinded.

3.5 Pine Tree shall remit monthly to the Union all Union dues and fees collected pursuant to this Article, and to a charity the amount referred to in option (2) of Paragraph 1, no later than five (5) days after receipt by Pine Tree from its payroll data processing contractor of a statement of the amount withheld from the prior month's payroll checks pursuant to this Article. The Union may receive verification of charitable payments upon request.

3.6 During any period of unpaid leave of absence, these provisions shall be suspended.

3.7 The Union shall indemnify and hold Pine Tree harmless from any and all claims or suits that may arise out of or by reason of action taken by Pine Tree as a result of this Article.

#### ARTICLE 4

##### FINANCIALLY SUPPLEMENTED ATTORNEYS

4.1 Financially Supplemented Attorneys are those staff attorneys whose positions are contingent on funds other than the annualized grants from the Legal Services Corporation, the State of Maine, IOLTA, and the Civil Legal Services Fund. These positions include any positions whose funding results from a grant period of one year or more. The status of AmeriCorps attorneys is addressed in a side letter to this agreement.

4.2 Termination of a financially-supplemented attorney as a result of a lack of funds is not considered a layoff; therefore, the provisions of Article 7 do not apply. However, if a financially-supplemented attorney makes a timely application to transfer into a vacancy or new position within 90 days before their scheduled termination or within twelve months after their termination, the provisions of Article 6 will thereafter apply to the applicant. Notice of all position vacancies shall be provided to the Union, which will be responsible for promptly notifying former members who are eligible within this Section. Upon request, Pine Tree shall provide the last known address of the former employee to the Union. To be considered timely, the application must be made within two weeks of the Corporation notice to the Union.

4.3 The salary schedule attached to this Agreement shall cover said attorneys unless they are subject to the salary specifications of other employment contracts.

4.4 Said attorneys shall be entitled to full use of the grievance procedure in this Agreement with regard to all matters covered by this



Agreement. Any grievance arising out of the program must be resolved between those two (2) parties and in such event no grievance may be filed against Pine Tree.

4.5 Said attorneys shall not be compensated by Pine Tree for any authorized travel or other expenses reimbursed from another funding source. Vacation time or other benefits provided by another funding contract or program shall be deducted from vacation time and other benefits provided by this Agreement.

#### ARTICLE 5

##### WAGES

5.1 Annexed hereto as Attachment A is the revised salary scale for the contract term with step increases for all staff attorneys. As of January 1, 2000, staff attorneys will be placed on the 2000 scale.

5.2 The entry position on the salary scale of all newly hired attorneys, and their anniversary date shall be determined by the Executive Director in making her offer of employment. Attorneys hired after January 1, 2000 will be placed at the appropriate step on the salary scale then in effect. New law school graduates without attorney experience shall be placed at step 0. Attorneys with legal service experience shall be given 100% month for month credit for attorney experience with discretion to be exercised by the Executive Director for placement at a step comparable to other staff attorneys with equivalent experience. Attorneys with other types of attorney experience shall be given between 50% and 100% month for month credit for attorney experience.

5.4 Prior to making any hiring offer, the Director shall review her proposed offer with the President of the Association. If the Association disagrees with the proposed credit for experience, and the Director and the Association are unable to agree on an appropriate level of credit, the Association may request review of the proposal by the Executive Committee of the Board. A decision of the Executive Committee shall be final and not subject to grievance by the Association or the Director.

5.5 Notwithstanding the above, seniority for all other purposes shall be determined by the provisions of Article 8.

#### ARTICLE 6

##### ATTORNEY VACANCIES - NEW POSITIONS

6.1 Pine Tree shall post a notice of an attorney vacancy or new attorney position for a permanent staff attorney or financially-supplemented attorney in a conspicuous place in each office upon learning that a vacancy exists. Said notice shall remain posted for five (5) working days. Attorneys wishing to transfer to any such position shall submit an application in writing to their Directing Attorney and to the Directing Attorney of the office in which the position or vacancy is located, with a copy to the Executive Director.

6.2 Pine Tree shall post a notice of temporary or replacement attorney positions in a conspicuous place in each office. Such notice shall remain posted for five (5) working days. Staff attorneys interested in the position(s) shall submit an application in writing to their Directing Attorney and to the Directing Attorney of the office in which the position or vacancy is located, with a copy to the Executive Director. If the application is approved, it is understood that the staff attorney would retain the rights of her/his permanent position. The Director has discretion to approve or

disapprove her/his application based on the needs of the program.

6.3 No advertising for an attorney vacancy or new position shall occur during said five (5) day period. No applications of other individuals shall be considered until such time as the application of any Pine Tree attorney requesting a transfer within said five (5) days has been acted upon.

6.4 In the event of such an attorney application, the Executive Director will interview the applicant, and may make inquiry of the staff in the office where the attorney is working. Absent a finding of a substantial problem with the applicant's work performance, or the absence of a skill or ability which is necessary to perform in a new position in the Farmworker or Native American Unit and which therefore creates a substantial problem, the applicant will be sent for an interview to the office with the vacancy. If said office has no substantial problem in working with the applicant, or, with respect to Directing Attorney positions, if the Executive Director has no substantial problem in working with the applicant, the Executive Director shall hire the applicant for the vacancy. Absent such a substantial problem, seniority shall govern as between applicants. If the office has a substantial problem working with the applicant, a substantial problem exists with respect to a necessary skill or ability to do the job in one of those two specialized Units, or in the case of Directing Attorney positions, if the Executive Director has a substantial problem working with the applicant, other individuals will be considered for the vacancy.

6.5 Since it is Pine Tree's policy to hire personnel with a commitment to a particular office and its community, except under extraordinary circumstances the Executive Director shall not approve an attorney transfer unless the applicant has been a Pine Tree attorney for at least one (1) year. Nothing in this paragraph, however, shall preclude a transfer when the parties to this Agreement mutually agree that the approval of a transfer is appropriate.

6.6 In the event no transfer application is received within five (5) days of the posting of the notice, the Executive Director may advertise the position. Upon request, resumes and applications received by Pine Tree will be made available to the office in which the vacancy or new position exists, and the office shall have a right to input with respect to which applicants shall be interviewed for the vacancy or new position. Candidates chosen after initial screening by the Executive Director shall be sent to the office for which they are being considered for an interview. After soliciting comments from the office involved, the Executive Director shall make the final decision on the hiring of the staff attorney. While the final decision is that of the Executive Director, the Executive Director will give serious consideration to the desires of the office involved. Any attorney hired who is not a member of the Maine Bar shall take all steps necessary to become licensed to practice law in the State of Maine as soon as possible.

6.7 The above hiring policies shall not apply to applicants for Reginald Heber Smith Fellows, Coffin, Skadden, NAPIL, or other attorneys placed with Pine Tree under similar programs. The above transfer policies shall apply to said attorneys only to the extent consistent with the regulations governing said programs.

6.8 No staff attorney shall be transferred involuntarily from one Pine Tree office to another without the staff attorney's consent.

6.9 The Executive Director has discretion to approve the use of replacement or temporary attorneys where an attorney in a permanent staff position is approved to transfer into a financially-supplemented or temporary position, in order to preserve the ability of the attorney with seniority to

return to their original position at the conclusion of the special project.

## ARTICLE 7

### LAYOFFS

7.1 If a permanent reduction is planned in the existing number of staff attorney positions which are not financially-supplemented positions under Article 4 or a vacancy of more than three (3) months is anticipated, the Pine Tree Board of Directors shall make the final decision to reduce positions or create a vacancy.

7.2 The Union President shall be notified by the Executive Director in writing within twenty (20) days of a vacancy in the event a vacancy is not going to be filled and said notice shall set forth in detail the reasons for failure to fill such a vacancy.

7.3 The Union shall be notified of the Board meeting and shall be heard on the question of reduction or vacancy.

7.4 Leaves of absence, sick leaves, vacations or other leaves pursuant to this Agreement shall not be considered permanent reductions or vacancies.

7.5 The decision of the Board of Directors as to a permanent reduction or vacancy shall be final and not grievable.

7.6 Should the Board determine that a permanent reduction is necessary for economic or other reasons, such reductions may commence twenty (20) days after the Board decision, provided that the individuals affected have received the notice required by the other sections of this article, and shall be made in inverse order of seniority as defined in Article 8.

7.7(a) Any employee to be laid off shall be notified in writing by Pine Tree twenty (20) days prior to the layoff. Pine Tree will make a good faith effort to provide the notice sooner if possible.

(b) In the event one or more employees are scheduled to be laid off and there exists a vacant position or a position occupied by a probationary employee, or a position occupied by another employee with less seniority, in any other office, then the employee with greater seniority shall have the option of filling such a position absent a substantial problem with a necessary skill or ability to do the work required in that position in the Native American or Farmworker Unit.

(c) In the event that an individual with less seniority is displaced from her/his job as Directing Attorney by a staff attorney, the staff attorney shall not assume the job of Directing Attorney unless specifically appointed by the Executive Director.

7.8 An involuntary reduction in the amount of time employed shall not entitle the employee to severance pay, however, the employee shall have the option of being laid off rather than accepting reduced hours, and upon exercise of that option shall be entitled to severance pay.

## ARTICLE 8

### SENIORITY

8.1 Seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the most recent

hire in an attorney position for continuous service, including time the employee has been on paid leave or continuous layoff for a period of up to twelve (12) months.

8.2 Seniority shall cease to accrue immediately upon an employee's termination unless the termination is the result of a lay off. In such event, seniority shall continue to accrue for a period of twelve (12) months after which time the employee will lose all seniority. Within said twelve (12) months period a laid off employee shall be eligible for recall. Upon failure of an employee to accept recall, employee will lose all seniority.

Replacement employees, as defined in this Agreement, shall have no seniority, but if any replacement employee becomes a permanent employee, then his/her seniority shall be retroactive to the original date of hire.

8.3 Seniority shall accrue for all work performed as an attorney for Pine Tree prior to the last date of commencement of continuous work.

8.4 Seniority shall accrue for part-time employees on the same basis as for full-time employees, for all time worked after January 1, 1997.

8.5 Seniority shall accrue for experience as an attorney in a Legal Services program other than Pine Tree so that for each month employed with Pine Tree, the employee shall accrue two (2) months seniority. The accrual of double seniority shall be computed on a monthly basis. In no case shall the accrual of double seniority occur for more than two (2) years of employment with Pine Tree or for more than the time worked in other Legal Services programs, whichever is less. This seniority shall accrue retroactively for all current employees.

8.6 For the purposes of this Article, all attorney employees including those ineligible for Unit membership shall be included in a seniority listing with the following exclusions:

(a) The Executive Director

(b) a number of management attorneys to be determined by the total number of Pine Tree employees remaining after a proposed layoff is complete as follows:

If there are no more than eleven (11) attorney employees, two (2) other management attorney will be excluded from the seniority listing.

If there are at least twelve (12) attorney employees and no more than twenty-one (21), three (3) other management attorneys will be excluded from the seniority listing.

If there are at least twenty-two (22) attorney employees, five (5) other management attorneys will be excluded from the seniority listing.

8.7 The Executive Director may designate a unit member to fill a management attorney position prior to making exclusion decision.

8.8 The Executive Director shall designate those individuals to be excluded at the time and in the same manner as the Union is notified of an anticipated reduction in the number of staff attorney positions. If a designated individual removes her/himself from the designated position prior to actual implementation of the reduction in force, the Executive Director may

select a replacement designee and shall notify the Union in writing of the designation change within five (5) days of the removal of the previously designated employee.

8.9 In the event that a Directing Attorney is displaced from his/her position by an attorney with more seniority, the Executive Director shall have sole discretion in appointing a new Directing Attorney.

#### ARTICLE 9

##### ACCUMULATED PAY UPON TERMINATION

9.1 Any attorney whose employment from the Corporation terminates, whether by dismissal or otherwise, shall be paid in wages for all due vacation time.

9.2 Any attorney who resigns from the Corporation's employment shall not be entitled to severance pay.

9.3 Any attorney who is terminated from employment for cause shall not be entitled to severance pay.

9.4 An employee who is laid off pursuant to Article 7 shall be entitled to receive severance pay equal to his or her wages for one week at the highest rate received in each year of his or her employment for each twelve (12) months or major fraction thereof that he or she has been employed by the Corporation. In no event shall this payment exceed eight (8) weeks pay, or be less than two (2) weeks pay.

9.5 The Corporation shall pay a maximum of \$250 or a single month's premium, whichever is less, for health insurance pursuant to COBRA extended coverage after the date of termination, if the employee elects to carry it.

#### ARTICLE 10

##### HOURS OF EMPLOYMENT

10.1 The standard work week for staff attorneys shall consist of five (5) days of seven (7) hours each, Monday through Friday. Staff attorneys agree that they will not be compensated for work in excess of thirty-five (35) hours. In the event a staff attorney works in excess of thirty-five (35) hours per week, the staff attorney and the Directing Attorney may arrange for compensatory time off consistent with the regular needs of the office.

#### ARTICLE 11

##### PART-TIME EMPLOYMENT

11.1 A staff attorney may submit a request for part-time status, or a staff attorney may be hired on permanent part-time status.

11.2 There shall be **three** (3) categories of part-time employment available:

(a) 80% status: An employee on 80% part-time status shall work a regular work week of four (4) days at least seven (7) hours each, to be scheduled with the office's Directing Attorney. An 80% status employee shall receive eighty (80%) pay and leave shall accumulate on a 75% basis.

(b) 60% status: An employee on a 60% part-time status shall work a

regular work week of three (3) days of at least seven (7) hours each on a schedule to be arranged with the Directing Attorney of the office. A 60% employee shall receive sixty percent (60%) pay and leave shall accumulate on a 50% basis.

(c) 40% status: An employee on a 40% part-time status shall work a regular work week of two (2) days of at least seven (7) hours each on a schedule to be arranged with the Directing Attorney of the office, unless an alternative schedule is arranged and approved by Management. A 40% employee shall not be eligible for health, dental, life or disability insurance benefits, but is otherwise eligible for all other benefits and rights under this agreement. A 40% employee shall receive forty percent (40%) pay and leave shall accumulate on a 40% basis.

11.3 Two (2) staff attorneys may jointly request sixty percent (60%) part-time status (or 60%/40%) status for the purpose of sharing one full-time position. Up to three (3) positions covered by this Agreement may be filled by two (2) employees. Any employee wishing to participate in job sharing may request approval from the Director. The Director shall approve up to three (3) such positions, except for good cause. Approval will be contingent on locating a suitably qualified employee to share the position. Any present employee shall be deemed qualified to share the position.

11.4 Other requests for part-time status shall be directed to the Executive Director. Such requests shall not be unreasonably denied.

11.5 In job sharing situations, when one part-time employee terminates his or her employment, or transfers, or otherwise ceases to participate in the job sharing arrangement, the job sharing arrangement shall cease twenty (20) days after the other participant receives written notice of the change, and the other participant shall then assume full-time status, unless otherwise agreed to by the Executive Director.

11.6 Job sharing employees shall share one (1) regular position, equipment, space and furniture.

11.7 Part-time or job sharing status shall be entirely voluntary on the part of the employee and shall not be imposed without consent of the employee.

## ARTICLE 12

### HOLIDAYS

12.1 The following days shall be recognized and observed as paid holidays:

New Year's Day  
Martin Luther King Day  
Washington's Birthday (federal observance)  
Patriots Day  
Memorial Day (federal observance)  
Independence Day  
Labor Day  
Columbus Day (federal observance)  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

When any of the above holidays occur on a Saturday, the preceding Friday will

be observed as a holiday by staff attorneys. When any of the above occur on a Sunday, the following Monday will be observed as a holiday by staff attorneys.

12.2 Staff attorneys shall received one (1) day's pay for each of the holidays listed above on which they perform no work. In the event a staff attorney works on a holiday, the staff attorney shall be entitled to take the holiday at a later time mutually agreeable to the Directing Attorney and the staff attorney.

12.3 Other religious holidays of the employee's own faith may be taken by arrangement with his/her Directing Attorney.

### ARTICLE 13

#### VACATIONS

13.1 Each staff attorney hired after January 1, 1997 or who do not have one full year of seniority on or before that date shall receive fifteen (15) days of paid vacation per year for each year worked until the staff attorney has worked a total of three full years at Pine Tree. After their third full year of employment at Pine Tree, staff attorneys will be eligible for twenty (20) days of paid vacation per year for each year worked. Staff attorneys who have at least one full year of seniority on or before January 1, 1997 shall receive twenty (20) days of paid vacation per year for each year worked. A staff attorney may take any portion of his or her accrued vacation, subject to the **advance** approval of the Directing Attorney. No attorney will be permitted to accrue and carry any vacation time into the next calendar year. Any vacation hours on January 1st of the next calendar year will be forfeited.

(a) At the end of each calendar month, Pine Tree shall notify each attorney in writing of the current status of her/his vacation accrual. The notice shall also state that vacation time may not be accrued in to the next calendar year and that failure to utilize the excess vacation time prior to January 1st of the next calendar year will result in forfeiture of the excess time.

(b) Pine Tree will make a good faith effort to accommodate a staff attorney's vacation time request. If a staff attorney requests to take vacation time and the request is deferred or denied the staff attorney shall not forfeit any excess vacation time until she/he has been given a reasonable opportunity to take vacation alternative dates. Such arrangements shall be made by December 31st of the year and the Executive Director shall be so notified.

(c) For good cause shown, and subject to the approval of the Executive Director, a staff attorney may be granted permission to exceed the zero vacation cap. The Executive Director shall respond to any written request to exceed the vacation cap made by a staff attorney within ten (10) business days of the request.

### ARTICLE 14

#### BEREAVEMENT LEAVE

14.1 In the event of death in a staff attorney's family, to be defined as the death of a spouse, living mate, mother, father, stepparent, child, brother, sister, mother-in-law, father-in-law, or grandparent, the attorney shall be granted a leave of absence with pay to arrange for and attend funeral services, the exact length of time to be agreed upon between the attorney and their Directing Attorney. Leave of absence with pay to

attend services of other relatives or friends not mentioned above may be granted by the Directing Attorney.

## ARTICLE 15

### LEAVES

15.1 Parenthood Leave: A staff attorney shall be entitled to take an unpaid parenthood leave, not to exceed three (3) months, in order to care for a newly born or newly adopted child. Forty (40) days prior to the commencement of the leave, notice must be given to the Directing Attorney of the staff attorney's intent to take such a leave. During a parenthood leave, Pine Tree shall maintain all applicable insurance benefits.

A staff attorney may, in addition to the leave specified above, request of the Executive Director an additional three (3) months part-time parenthood leave in accordance with the provisions of Article 15. Such requests shall not be unreasonably denied.

15.2 Leaves of Absence: Upon request and mutual agreement the Executive Director may grant leaves of absence without pay for good and sufficient reasons. The Executive Director shall not act in an arbitrary or capricious manner in deciding leaves of absence. Staff attorneys who have expended all available sick leave pursuant to this contract shall not be precluded from applying for a leave of absence pursuant to the terms of this section.

15.3 Professional Leave: Staff attorneys may be granted a leave of absence of up to one (1) year without pay to attend an institution of learning in pursuit of professional improvement related to the purposes served by Pine Tree.

15.4 Any such leaves shall not constitute breaks in continuity of service. Pine Tree may fill said staff attorney's position with a temporary or replacement employee during his or her absence, but only for the length of such absence.

15.5 For the purposes of this section staff attorneys on leaves of absence shall not be credited with seniority for movement on the salary scale or accumulate vacation or sick leave for that period of time; however, upon return to service such staff attorney shall be restored all benefits accumulated before said leave and a new anniversary date shall be computed by adding the period of such leave to the staff attorney's anniversary date.

15.6 Staff attorneys will be allowed to utilize any accumulated vacation leave in conjunction with any unpaid leave.

15.7 Staff attorneys on unpaid leave (other than parenthood leave) shall be entitled, insofar as permitted by the Corporation's insurers, to maintain health, dental, life and disability insurance benefits by payment to the employer of the amount the employer pays the insurer for any such benefits.

15.8 Bar Leaves: A staff attorney hired prior to passing the Maine bar exam shall receive a reasonable amount of time off from work with pay to study for the bar exam. The amount of this time off shall be determined by the staff attorney's Directing Attorney with reference to the staff attorney's previous bar exam experience, the length of the exam to be taken, and any other factor bearing directly on the staff attorney's need to prepare. In no event shall a bar leave exceed twenty (20) days.



## ARTICLE 16

### SICK LEAVE AND SICK LEAVE BANK

16.1 Staff attorneys shall be eligible for sick leave after twenty (20) days of service with Pine Tree. Staff attorneys shall be allowed one and one half (1 1/2) days of sick leave for each month of service. Sick leave shall be earned by a staff attorney for any month in which the staff attorney is compensated for eight (8) or more hours.

16.2 Sick leave may be accumulated to a maximum amount of eighty-five (85) days for the purpose of taking sick leave but upon termination of employment with Pine Tree, for whatever reason, no staff attorney shall be paid for accumulated sick leave.

16.3 Sick leave shall be used only in the event of actual illness of the staff attorney or the staff attorney's immediate family, or for medically necessary absences due to pregnancy and childbirth. Where the circumstances of the pregnancy and childbirth are such that the presence of a staff attorney-father is required at home, he may take sick leave for that purpose.

#### 16.4 Sick Leave Bank

(a) In order to establish a Sick Leave Bank, each staff attorney, on a voluntary basis, will donate three (3) or more of their sick leave days to the Bank. Any attorney who does not donate (or pledge) this amount to the Bank, with the exception of new staff attorneys covered under sub-section (2), will not be eligible for benefits.

(b) A new staff attorney hired after the Bank is initiated shall be automatically eligible for benefits from the Bank, without being required to contribute, until a replenishment request is made, at which time said employee must contribute in order to maintain eligibility.

(c) Any staff attorney wishing to donate days to the Bank initially, who does not have that amount of time on the books, may pledge those days to the Bank, said days to be transferred immediately to the Bank upon accumulation by the staff attorney.

(d) The Sick Leave Bank shall be replenished when it gets down to twenty (20) days or less, at which time the membership will be required to contribute two (2) - five (5) days in order to remain eligible for benefits; and the Union shall have the right once in a calendar year, to issue a call to the membership to invite voluntary donations of up to five (5) days to the Sick Bank from sick leave time the individual member has actually accrued.

(e) The Sick Leave Bank shall be administered by the Treasurer of the Union. The Treasurer shall be responsible for keeping records and corresponding with the Central Office. S/he shall also have the responsibility to act to replenish the Bank when it is down to twenty (20) days or less. Pine Tree shall have access to the records of the Sick Leave Bank for purposes of its own record keeping system.

(f) The only time days may be removed from the Bank is when a member's request for benefits is granted.

(g) The main purpose for the establishment of the Sick Leave Bank is to prevent the loss of income to a staff attorney who has exhausted all of her/his sick leave, vacation, or other compensation benefits (such as Worker's Comp.) as a result of illness, injury or disability of the

staff attorney or of a member of the staff attorney's immediate family.

(h) Staff attorneys wishing to draw from the Sick Leave Bank must present a doctor's statement to the effect that they are unable to work or documenting the illness, injury or disability of the family member who requires the staff attorney's care.

(i) Staff attorneys may use the Sick Leave Bank for maternity leave purposes only for as long as that individual is "disabled" as a result of said pregnancy. This disability must be substantiated by a doctor's statement. In cases of maternity, as in other cases, all sick time and vacation time must first be exhausted before the person may draw from the Sick Leave Bank.

(j) The Sick Leave Bank shall be administered by the Treasurer of the Union. Any eligible member wishing to petition the Union for use of the Bank shall apply in writing to the Treasurer of the Union. Application may be made either by the member or his/her family.

(k) Upon receipt of any application for benefits, the Treasurer shall immediately consult with the officers of the Union to act upon the request.

(l) No more than twenty (20) days shall be granted to any individual member at any one time. A subsequent request may be made in the event more time is needed, provided, however, that no employee may withdraw more than **sixty (60)** days of sick leave from the Bank in any one (1) calendar year.

(m) The Officers have the authority to either grant or deny a request for benefits from the Sick Leave Bank. The Officers shall not act in an arbitrary, discriminatory, or capricious manner in acting on a request for benefits.

(n) If the request is denied, the Officers must set out in writing the reasons for said denial within five (5) days of the staff attorney's request. If a staff attorney is dissatisfied with the Officers' decision, he/she has the right to appeal this decision within five (5) days to the Officers at which time the parties must meet within five (5) days to try to resolve the issue. A decision from the Officers must be received by the employee within three (3) days of the meeting.

(o) If the staff attorney continues to be dissatisfied, he/she may appeal again to the Officers within five (5) days. A grievance committee composed of one member of the Officers, one person chosen by the aggrieved party, and one person mutually agreed upon must be convened and hold a hearing within five (5) days of the staff attorney's appeal. This shall be a full hearing complying with all elements of due process but not to be held in accordance with the rules of evidence. A decision from this committee shall be final and binding upon the parties, and the committee shall be requested to issue their decision within ten (10) days after the conclusion of testimony and argument. Expenses for the committee's services shall be borne equally by the Union and the aggrieved party, however, each party shall be responsible for compensating its own representatives.

(p) Transfers from an employee's sick time to the Sick Bank shall be taken first from the current year's allocation of time.

**16.5 Good Health Incentive:** At the end of each calendar year, employees who are on Step 0 - 9 of the wage scale on December 31<sup>st</sup> of that year shall

be notified by the Corporation of any unused sick leave accrued in that year and shall have the following options with respect to time accrued in that year:

- a: To retain the sick leave as accumulated sick leave; or
- (b) To convert the sick leave to vacation leave at a 4:1 ratio.

#### ARTICLE 17

##### INSURANCE BENEFITS

17.1 The Employer agrees to maintain life, dental, health, disability, and malpractice insurance benefits at a level at least equal to those as of the date of signing of this contract. However, if with the consent of the Attorney Association a less expensive health insurance program is accepted by the program, Articles 17.3 and 17.4 would be modified accordingly.

17.2 Effective January 1, 2000, all staff attorneys shall be responsible for contributing to the costs of their health insurance premiums for HMO Choice coverage as follows: employees with coverage for a single person shall contribute \$5.90/week; employees with coverage for a single person with children shall contribute \$12.99/week; employees with family coverage (as a married couple) shall contribute \$21.61, employees with full family (a couple with children) shall contribute \$29.51/week. This contribution shall be deducted from employee paychecks on a weekly basis. If an employee is currently enrolled in a less expensive health insurance plan, he or she cannot switch to a more expensive plan without also paying the difference in premium payments between the two plans. Any increase in health insurance premiums for Pine Tree above 1997 levels will be allocated in the following manner: the Corporation will assume responsibility for fifty percent of the premium increase and each employee will assume responsibility for fifty percent of his or her insurance premium increase.

17.3 If the health insurance plan permits coverage of same sex domestic partners, qualifying individuals will be eligible for insurance subject to the same limits described in Section 17.2 above. If such coverage is not available, qualifying individuals shall be eligible for reimbursement of incurred health insurance premium expenses for their partners (and their partner's qualifying children) up to the dollar value of the difference between the value of the benefit they are receiving as a covered employee and the benefit they would be receiving if they were married to their partner. In order to qualify a same sex domestic partner for coverage, the employee must complete and return an affidavit available from the Central office.

17.4 Any otherwise-eligible employee may decline health insurance coverage for herself/himself or for members of their family if (1) the employee and/or members of the family are covered under another indemnity or prepaid health plan and (2) the employee provides appropriate documentation of this fact. Any employee choosing this option shall receive \$50.00 for each month the employee declines coverage under the Pine Tree health insurance plan for himself or herself. If the employee separately declines coverage for the employee's spouse and/or eligible child[ren], the employee shall receive \$50/month. If the employee declines coverage for herself or himself and other eligible family members, the employee will receive a maximum of \$100/month. Once the employee declines coverage for herself/himself and/or family members, coverage will not be available until January 1 of the following year (unless the date of open enrollment changes) unless a qualifying "life event" occurs.

17.5 The Union and Pine Tree agree to form a joint committee which will explore alternative health insurance programs. Savings achieved from

implementation of any programs identified by this Committee and subsequently ratified by both Unions and Pine Tree, along with savings achieved through implementation of Article 17.4 above, will be identified by the Committee in order to determine what, if anything, should be done to use those savings to reduce health care premium costs.

## ARTICLE 18

### EXPENSES

18.1 Staff attorneys shall be reimbursed for all actual and reasonable expenses incurred in the authorized service of Pine Tree. A request by Pine Tree that results in a reasonably incurred expense by the staff attorney shall be considered authorization of that expense, provided however that meal expenses shall be limited to the reimbursement of breakfast and dinner costs when required by the staff attorney's work schedule. Expenses for lunch shall generally be reimbursed only for the second and subsequent days of a particular out of town assignment.

18.2 Such expenses for use of an automobile shall be compensated at the rate of thirty-one (31 cents per mile effective as of January 1, 2000; provided, however, that should the mileage allowance set by the I.R.S. (Reg. §1.274.5(f)) rise above 31 cents the higher figure shall apply, as of the date the Union notifies Pine Tree of the increase. On January 2, of each year, Pine Tree shall verify the I.R.S. allowance figure and shall reimburse mileage costs on the basis of this figure unless and until the Union informs Pine Tree that the I.R.S. figure has been revised. In the event gas rationing coupons are introduced, no employee shall be required to use his or her personal coupons for Pine Tree business.

18.3 Necessary working equipment shall be provided employees and paid for by Pine Tree.

18.4 Request by Pine Tree that results in reasonable employee expense shall be considered authorization of that expense and shall be reimbursed. If the employee is requested to incur an expense which is not reimbursable, the employee shall have the option to refuse to incur said out-of-pocket expense.

18.5 In determining whether lodging, meal, and transportation expenses are reasonable, Pine Tree will follow guidelines set out in the Employee Reimbursement Memo contained in the PTLA Fiscal Manual. Utilization of the standards set forth in that memo shall apply to those expenses only and shall not limit the scope of other reimbursable expenses as established by past policies, practices, grievance or arbitration decisions.

18.6 Notwithstanding the above provisions, Pine Tree's maximum liability for any loss or injury to property of a staff attorney which occurs during the course of authorized Pine Tree business shall be limited to \$100.00.

18.7 Pine Tree agrees to pay a staff attorney's annual bar registration fee and any other expenses required by law in order to retain the right to practice law in the State of Maine. Pine Tree shall also pay, insofar as it has funds which may be legally expended for this purpose, staff attorney membership fees in the Maine State Bar Association, or any bar association which the staff attorney elects to join.

## ARTICLE 19

## TRAINING AND RESOURCES

19.1 Both Pine Tree and the Union recognize the importance of appropriate training for all staff attorneys. Such training includes, but is not limited to training events run by the Legal Services Corporation (LSC); training events run by other organizations when appropriate; and Pine Tree training events, including initial orientation, statewide training programs, and local office training and supervision. All staff attorneys have the responsibility to participate as fully and completely as they are able, and as Pine Tree authorizes, in appropriate training events.

19.2 In recognition of the importance of appropriate training, the Union and Pine Tree agree to form a Training and Resources Committee, consisting of two (2) members to be designated by the Union, two (2) members designated by Pine Tree, and such participation by the Paralegal Union as may be required by their contract with Pine Tree. Each Union and each Pine Tree representative shall develop recommendations for training events; review evaluations of past training events; consider means to overcome language (e.g. foreign language, sign language, etc.) problems encountered in Pine Tree's work; and consult with staff attorneys, paralegals, secretaries and Pine Tree concerning training needs. Said Committee may also make recommendations for obtaining additional training funds from other sources, including LSC. Participation in Committee activities shall be considered part of a staff attorney's work duties.

19.3 Newly hired staff attorneys shall be offered and participate in an initial training and orientation program, within one (1) month after employment, concerning the structure, personnel and operations of the staff attorney's office; the community served; courts in the area served; the general nature of cases handled; case handling procedures; and the structure of Pine Tree and its personnel policies, benefits and regulations. Pine Tree shall also approve attendance of a newly practicing attorney at an LSC Basic Lawyer Skills Training program within one (1) year of the attorney's date of employment, and shall continue to provide continuing legal education for staff attorneys in substantive and procedural areas of the law, subject to the resource limitations of the program.

19.4 Pine Tree agrees to give at least thirty (30) days notice of all Pine Tree sponsored training events whenever possible, and will distribute notices of other training events as soon as possible after their receipt. In addition, staff attorneys recognize their obligation to participate in training events for which they have signed up, absent illness, case conflicts or other exigent circumstances.

19.5 Permission to attend LSC or Pine Tree training events shall not be unreasonably denied, but the final decision on attendance at such events shall be made by the Directors of Training and Litigation. LSC training events will be utilized to the fullest extent consistent with Pine Tree's needs and any staff attorney seeking to attend such training events and possessing the requisite qualifications established by LSC may apply to the Directors of Training and Litigation for inclusion therein.

19.6 Since the Union and Pine Tree recognize the importance of adequate library resources to the operation of Pine Tree, the Training and Resources Committee shall make recommendations for adequate library resources for all offices. Subject to fiscal limitations, Pine Tree will not unreasonably reject recommendations of the Committee concerning additional library resources.

19.7 Pine Tree recognizes that adequate resources for the litigation

of cases is an important element of legal services work. To this end, Pine Tree in consultation with the Training and Resources Committee agrees to establish priorities for the use of litigation funds, and procedures for their distribution. These priorities and procedures shall be designed in order to provide a sound basis for predicting the probable availability of litigation funds for specific cases. The decision of Pine Tree as to such priorities and procedures shall be final, and there shall be no grievances from the establishment of said priorities and procedures.

19.8 Pine Tree and the Union agree that the Directors of Training and Litigation are the appropriate persons to supervise budgeted litigation funds. Should a staff attorney feel that a particular decision concerning litigation funds is not in accordance with established priorities, he/she may appeal the decision to the Executive Director. The Executive Director shall, after consulting with the staff attorney and the Director of Training and Litigation involved, make a final decision within a reasonable time. There shall be no grievances from said final decision.

## ARTICLE 20

### EVALUATIONS

20.1 Yearly, on the staff attorney's anniversary date, or within a reasonable time thereafter, each staff attorney shall receive from her/his Directing Attorney an evaluation, based upon supervisory contacts with the staff attorney, of the staff attorney's performance at that time and whether it is satisfactory. This evaluation shall be in writing and placed in the staff attorney's personnel file. The staff attorney may submit comments to the Directing Attorney in response to the evaluation. Any person who receives a copy of the evaluation shall also receive a copy of the staff attorney's response, if any, to the evaluation.

20.2 Evaluations shall not be subject to the grievance procedure of this Agreement.

## ARTICLE 21

### TERMINATION AND SUSPENSION

21.1 No staff attorney shall be terminated except for good cause.

21.2 When Pine Tree determines that good cause exists to discharge a staff attorney for a reason which does not constitute gross misconduct, Pine Tree shall give a written warning to the staff attorney, specifying the conduct which constitutes good cause for termination, the means by which the staff attorney may rectify the problem, and a reasonable period of time for doing so.

21.3 If after a warning under section 2 the employee has not rectified the problem, Pine Tree may give a notice of termination which shall be in writing, with the reasons thereof, to the staff attorney and the Union. The notice of termination shall not be effective until two (2) weeks after the date thereof, except that in lieu of said two (2) week period, Pine Tree may give the staff attorney two (2) weeks pay.

21.4 When Pine Tree believes that good cause for termination based on gross misconduct exists, Pine Tree may give the staff attorney an immediate notice of termination and may suspend the staff attorney. Notice of such termination and suspension shall be given to the staff attorney affected and to the Union in writing.

21.5 The staff attorney wishing to appeal a notice of termination or suspension shall file a written notice of appeal with the Executive Director within five (5) working days of receipt of the notice.

21.6 The staff attorney aggrieved by a written warning may file a notice of appeal, with the reasons therefor, and a request for a hearing, if any, with the Executive Director within five (5) working days of the receipt thereof. The staff attorney shall have a right to file a written response to the warning detailing any disagreements with the warning, which response shall be attached to the warning in Pine Tree's files. Upon said request for a hearing the staff attorney shall have a right to a meeting pursuant to the terms of Paragraph 7, but there shall be no further right of appeal unless a written notice of termination is thereafter received, in which case the procedure set forth in Paragraph 8 shall apply.

21.7 The Executive Director, the staff attorney, and the Union representative shall meet within three (3) working days of the receipt of a notice of appeal pursuant to Paragraph 5 by the Executive Director in an effort to resolve the dispute. The travel expenses of the staff attorney to attend said meeting shall be paid by Pine Tree.

21.8 (a) If the dispute is not adjusted at or within two (2) days after the meeting provided for in Paragraph 7, the staff attorney may appeal to a neutral arbitrator by filing a notice with the Executive Director within two (2) working days after notice of the decision of the Executive Director. The arbitrator shall be chosen from an alphabetical list of five (5) impartial individuals chosen in advance by the parties hereto, as follows:

(b) The first time an arbitrator is needed, the person whose name is first on the list shall serve unless he or she is unavailable within the time limits contemplated by this Article. If he or she is unavailable, the next person on the list shall be contacted and so on, until an available arbitrator is found. An arbitrator who sits in a case shall be removed from the rotation until all other arbitrators have heard a case, unless his or her services are required by the unavailability of the remaining arbitrators.

(c) The arbitrator shall hold a hearing on whether good cause for termination exists within ten (10) working days of the staff attorney's appeal. In a situation where the warning resulted from a staff attorney's good faith belief that the conduct was required by his or her duty zealously to represent a client accepted by Pine Tree or a reasonable belief that an LSC rule or regulation is unconstitutional, the fact that a warning is not grievable shall not preclude the arbitrator from finding that good cause for the warning existed but that the staff attorney should nevertheless be given another chance to rectify the conduct.

(d) The decision of the arbitrator shall be issued to the parties within three (3) working days of the hearing, and shall be binding upon the parties. The expenses of the arbitration shall be borne equally by the Union and Pine Tree, except that all parties shall be responsible for the compensation and expenses of their own representatives.

21.9 Any termination or suspension pursuant to this Article shall be with pay, provided however that if for any reason not attributable to Pine Tree the arbitration hearing in Paragraph 21.8 is not held within ten (10) working days of the receipt by the Executive Director of the staff attorney's notice of appeal of the Executive Director's decision, the employee's compensation shall cease. In the event of reinstatement by the arbitrator, the arbitrator shall have the authority to award retroactive pay and benefits.

21.10 Either party to any proceedings pursuant to this Article may be

assisted by a representative of their choice.

21.11 Notice of suspension or termination may be given to the staff attorney by mailing said notice to the staff attorney's last known address with a copy to the employee at his or her office address.

21.12 The first notification of failure of a staff attorney to pass the Maine State Bar exam after beginning employment shall not alone be good cause for dismissal, but may be considered relevant evidence in any termination. The failure of a staff attorney to pass the Maine State Bar exam for the second time after beginning employment at Pine Tree shall constitute good cause for termination, unless the Executive Director determines that extenuating circumstances exist such that termination is unwarranted, but in any such event the appeals procedures of this Article shall not apply. Any such termination shall be effective two (2) weeks after notification of a second failure to pass the Maine State Bar exam.

## ARTICLE 22

### GRIEVANCE PROCEDURE

22.1 A grievance as used in this Agreement will be a claim by a staff attorney, or the Union, that there is a disagreement or dispute as to the interpretation, meaning, or application of any provision of this Agreement; or that there has been a misapplication of Pine Tree personnel practices, work rules or regulations, provided, however, that a grievance shall not include a dispute arising under Article 21 (Termination and Suspension) which disputes shall be disposed of solely in accordance with said Article.

22.2 Informal Procedure: Should a grievance occur, the staff attorney shall have the option of (1) informing the Directing Attorney of the grievance and requesting its resolution on an informal basis or (2) proceeding directly to Step 1 of the grievance procedure, either of which option shall be initiated within ten (10) days of the time when the attorney or the Union know or should have known of the occurrence of the grievance. On the date the employee exercises the option to proceed informally he or she shall make a written, dated notification thereof to be signed by the Directing Attorney. In the event the staff attorney chooses to utilize the informal procedure the parties shall attempt to resolve the matter within three (3) days of the request. If a satisfactory resolution of the grievance cannot be reached, the staff attorney may proceed to Step 1 within five (5) days of the expiration of said three (3) day period.

22.3 Formal Procedure: (a) **Step 1:** The staff attorney shall present the grievance in writing to the Directing Attorney. The Directing Attorney shall give the staff attorney a written response to the grievance within five (5) days of the receipt thereof.

(b) **Step 2:** If the staff attorney is dissatisfied with the Directing Attorney's decision, he or she may appeal within five (5) days in writing to the Executive Director. A meeting must be held within five (5) days between the staff attorney, his or her Union representative, if any, and the Executive Director. A decision from the Executive Director must be received by the staff attorney within five (5) days. The travel expenses of the staff attorney to attend said meeting shall be paid by the Employer.

(c) **Step 3:** If the staff attorney and the Union continue to be dissatisfied, the decision may be appealed within five (5) days to the Executive Director. A grievance committee shall be convened, to be composed of one (1) representative of the Union, one (1) representative of the Employer



and one (1) person to be chosen from a list of five (5) impartial individuals chosen in advance by the parties hereto by the same procedure set out in Article 21.8. The grievance committee must be convened and shall hold a hearing within five (5) working days of receipt by the Executive Director of the above appeal. The decision of this committee shall be issued to the parties within ten (10) working days of the hearing, and shall be binding upon the parties. The expenses of the committee's services shall be borne equally by the Union and Pine Tree, except that each party shall be responsible for the compensation and expenses of its own representative.

22.4 Grievances at all stages may be attended by a Union representative. A copy of the reply to any grievance shall be delivered to the staff attorney and the Union representative, if any.

22.5 If a grievance involving salary or benefits is resolved in the grievant's favor, the grievance committee shall have authority to make remuneration retroactive to the date of the original deprivation.

22.6 At least seventy-two (72) hours notice of a hearing under this grievance procedure shall be given to the staff attorney or the Union.

22.7 Work Rules: Should Pine Tree implement or propose to implement a work rule that constitutes a substantial change in working conditions, as defined in applicable labor law, without first bargaining over the proposed change with the Union, the Employer shall upon request made within ten (10) working days of the time when the Union knew or should have known of such change begin good faith bargaining, as defined in applicable labor law, with the Union.

22.8 If there is a claim by the Union that the Employer has failed to bargain in good faith the Union may institute a grievance in accordance with Step 2 of the grievance procedure set forth above, provided that the decision of the grievance committee shall be limited to an order to bargain in good faith, should good cause for such an order exist. This subsection shall not be construed to prevent further good faith bargaining by the parties.

## ARTICLE 23

### PROBATIONARY PERIOD

23.1 All staff attorneys shall be hired on a probationary basis for a period of six (6) month from their date of hire or the date of their admission to the ME Bar, whichever comes last. A probationary attorney may be discharged at any time without a showing of good cause during the probationary period and said discharge shall not be subject to the provisions of Article 21 (Termination and Suspension) or Article 22 (Grievance Procedure) of this Agreement; provided, however, that no probationary attorney shall be discharged (1) for the solereason that he or she failed to pass the Maine Bar examination for the first time or (2) because of Union activities. A discharge shall be deemed to have occurred within the probationary period if notice is given during said period.

23.2 Should a financially-supplemented attorney transfer to a permanent Pine Tree attorney position after less than two years in their current position, a new six (6) month probationary period will begin on the date the attorney assumes his/her new position unless the employee requests a waiver and it is approved by the Executive Director. If the financially-supplemented attorney has served in her/his current position for two years or more, the new probationary period will not exceed three (3) months and, upon request, may be waived by the Executive Director. In making her decision, the Executive Director will consult with the employee's supervising attorney.

23.3 If a permanent staff attorney transfers into a financially-supplemented attorney position after more than a year of service as a permanent staff attorney, and thereafter seeks to return to a permanent staff attorney position, that individual will not be subject to a new probationary period as a permanent staff attorney.

23.4 If a replacement attorney is hired for a permanent Pine Tree attorney position or financially-supplemented position, the attorney may request an evaluation prior to completion of the full six month probationary period in the new position. If the Executive Director agrees, the probationary period may therefore be less than six months. Under extraordinary circumstances, the Executive Director can agree to shorten or eliminate the probationary period, upon the employee's request and provided that a satisfactory evaluation has been completed during the employee's term of service as a replacement attorney.

#### ARTICLE 24

##### LABOR-MANAGEMENT RELATIONS

24.1 Pine Tree and the Union, recognizing that a spirit of cooperation is necessary to the smooth operation of the program, agree that Pine Tree shall meet, except in unusual circumstances no more than four (4) times per year upon the request of the Union, to consider any matter of concern to the parties which may arise from time to time. Such meetings shall be scheduled upon one (1) week's prior notice of the time, place and agenda. Time spent on such meetings shall be considered regular working time. The above limitation shall not preclude additional meetings when the parties mutually agree that such meetings would be desirable.

24.2 Pine Tree recognizes its obligations to keep the Union informed of such changes in policies or procedures as may materially affect the operations of Pine Tree, and agrees whenever practicable to notify the Union in advance of any such changes so as to allow the Union opportunity to comment thereon.

24.3 Pine Tree and the Union shall meet and confer at least two (2) times per year to discuss potential opportunities which may be available to fund particular work of staff attorneys who can specialize on an issue and commit primarily to outreach, community education and/or advocacy on that issue during the funding year. Examples include health care, children's issues and welfare-to work.

24.4 Pine Tree shall also inform the Union of all plans to seek funding from new funding sources (other than those funding sources at Pine Tree in calendar 1999.) Pine Tree shall provide the union with at least thirty (30) days prior notice of any intention to develop a funding proposal and/or to seek outside funding for work for an attorney, unless such notice is not practicable. In this case, notice shall be provided as is reasonable under the circumstances. The Union will be notified of the Board meeting at which the funding request will be considered so that the Union may make a presentation.

#### ARTICLE 25

##### RIGHTS AND RESPONSIBILITIES OF STAFF ATTORNEYS

25.1 Staff attorney personnel files are confidential and will not be disclosed to anyone, including Pine Tree personnel, who do not have responsibility for reviewing a staff attorney's job performance.

25.2 Absent agreement by the staff attorney Pine Tree shall not conduct a general review of the case files of a staff attorney for purposes of an employee evaluation pursuant to this contract without three (3) days notification to the staff attorney. This paragraph shall not preclude Pine Tree's immediate access to any file as the result of a specific complaint or problem brought to the attention of Pine Tree; however, the staff attorney shall be notified as soon as possible and shall have a right to be present during such inspection whenever possible.

25.3 In general, staff attorney job duties are set forth in the Job Description attached hereto as Attachment B. Additional job duties and necessary qualifications will be set forth in the position announcement for new positions or position vacancies in consultation with the Attorneys Union. A staff attorney may be required to fill in for a Directing Attorney for periods of time not to exceed twenty (20) days, provided however that a staff attorney shall not be required to attend Directing Attorney meetings or perform the function of a Directing Attorney in the priority planning process; discipline other employees or represent Pine Tree in grievance proceedings; respond to other than routine complaints; or resolve client grievances or private attorney complaints concerning an employee. Such matters shall be referred to Pine Tree for appropriate action.

25.4 Pine Tree recognizes the necessity for the exercise of independent professional judgment on the part of staff attorneys in their cases and agrees not to permit interference with a staff attorney's handling of a case by persons outside the program.

25.5 Upon request, Pine Tree shall provide adequate representation for a staff attorney facing charges filed against him or her with a court or other administrative agency resulting from the professional representation of a client; provided, however, that nothing contained herein shall affect the rights of and obligations of the parties pursuant to the terms of Article 20.

25.6 In assigning cases or other responsibilities to staff attorneys the Directing Attorney shall bear in mind the obligation of staff attorneys to maintain a reasonable caseload while providing efficient, timely, and effective representation to clients of Pine Tree, and performing the duties required by the job description attached hereto as Attachment B, without unreasonably burdening a staff attorney with an excessive caseload so as to prevent the staff attorney from providing quality legal representation to Pine Tree clients.

25.7 Pine Tree shall not restrict the political rights of a staff attorney, subject to the requirements of applicable law and regulations.

25.8 No policies, manuals or rules promulgated by Pine Tree shall derogate or detract from the rights or benefits granted to staff attorneys by this contract.

## ARTICLE 26

### TIME OFF WHILE PERFORMING UNION DUTIES

26.1 The Union president and/or designates, shall be allowed time off, with pay, for meeting with Pine Tree officials concerning Union business provided, in the judgment of Pine Tree, said time does not interfere with work requirements.

26.2 The president of the Union and/or designates, shall be allowed

time off, with pay, for investigating grievances not to exceed a total of four (4) hours per month except with the written permission of his or her Directing Attorney. The Union president shall not leave his or her regularly assigned work in order to investigate a grievance without first obtaining approval of his or her Directing Attorney.

26.3 The Union shall conduct no meetings during normal working hours without the express consent of the Executive Director obtained at least five (5) days prior to the proposed meeting. The Union agrees that there will be no more than four (4) such meetings a year during working hours. The Executive Director shall notify each Directing Attorney of the meetings immediately upon giving consent.

## ARTICLE 27

### LOCKOUT/STRIKE

27.1 There shall be no lockout of any kind by Pine Tree nor any strike of any kind by the Union or its members during the life of this Agreement, nor shall the Union or any of its members encourage any employee not to cross a picket line. This Article, however, shall not prevent any Union member from refusing to cross a picket line as a matter of individual conscience. It is understood that in the event any Union member chooses not to cross the picket line, he or she shall forfeit his or her wages for that period of time.

## ARTICLE 28

### HEALTH AND SAFETY

28.1 Pine Tree shall maintain existing precautions and shall institute new precautions upon request that are reasonable and necessary for safeguarding the health and safety of its employees.

28.2 Pine Tree shall not purchase new equipment or chemical substances to be used by its employees without discussion with the Union. Pine Tree shall provide such full and complete health and safety information as is readily available from agencies or published literature to the Union as it requests on any piece of equipment or product used by its members in the performance of their duties for Pine Tree.

28.3 No employee shall be required to perform work that involves an imminent danger to his or her or any employee's health or physical safety once a complaint has been lodged with his or her supervisor.

28.4 Properly heated or ventilated quarters shall be provided to all employees while performing work for Pine Tree. If the temperature falls below fifty-eight (58) degrees or rises above ninety-five (95) degrees Fahrenheit, employees shall not be required to remain in their workplace. Nothing in this paragraph precludes the use of sick time by an employee who is adversely affected by office conditions.

## ARTICLE 29

### RETENTION INCENTIVE LEAVE

29.1 In recognition of the value of experienced Pine Tree attorneys to Pine Tree's program and clients, Pine Tree agrees to maintain a Retention Incentive Leave Program.

29.2 After three (3) full years of employment as a staff attorney with

Pine Tree Legal Assistance, staff attorneys will be entitled to a retention incentive leave of three (3) weeks with pay to be taken at a time mutually agreed to by the attorney and management. Thereafter, following six (6) full years, nine (9) full years and every three (3) full years thereafter of employment with Pine Tree as a staff attorney, staff attorneys shall be entitled to a retention incentive leave of six (6) weeks with pay to be taken at a time mutually agreed to by the attorney and management.

29.3 Retention incentive leaves shall be subject to the following conditions:

(a) Retention incentive leaves shall be scheduled by the staff attorney and the Directing Attorney so as to minimize the impact upon the Pine Tree office. While the Directing Attorney shall attempt to accommodate the wishes of the staff attorney to the extent possible, the final decision on scheduling of leaves shall be that of the Directing Attorney. No more than one (1) staff attorney in any one (1) Pine Tree office shall be entitled to a retention incentive leave at any one (1) time.

(b) Notwithstanding the above, no staff attorney shall be entitled to take another retention incentive leave until the completion of the two (2) year period specified in paragraph (c) below.

(c) Any such leave shall be granted only upon condition that the staff attorney agree, in writing, to return to Pine Tree following said leave and serve as a Pine Tree attorney for an additional two (2) year period of time from the date of return from said leave. Should a staff attorney fail to remain at Pine Tree for said two (2) year period, the staff attorney shall repay Pine Tree (i) an amount equivalent to the amount of time taken as retention incentive leave in the event of additional service of one (1) year or less or (ii) a pro-rata share of the retention incentive leave taken in the event of additional service greater than one (1) year but less than two (2) full years. The repayment period shall commence at the conclusion of the attorney's leave, or if split, at the conclusion of one-half of the leave period.

(d) The retention incentive leave may be taken at onetime, or may be split, upon mutual agreement. The leave may also be taken in conjunction with vacation time except that in no event shall the total of any combined vacation and retention incentive leave exceed ten (10) weeks.

(e) The Retention Incentive Leave Agreement signed by the attorney and the Corporation shall govern the terms of the leave.

#### ARTICLE 30

##### PENSION

30.1 The Corporation will maintain a tax-sheltered annuity plan (TSA) for the benefit of eligible employees as defined herein. Participation in this plan shall be a condition of employment for all eligible employees.

30.2 All employees who have reached one year's service with the Corporation in or prior to the calendar year for which a contribution is to be made, and who have earned at least \$200.00 in that year shall be deemed eligible.

30.3 The Corporation and the Association shall agree on a financial institution to operate the TSA plan for the contribution years covered by this

Agreement.

30.4 The Corporation shall make an annual contribution of five percent of total compensation for fiscal and tax year 2000, 2001, and 2002.

### ARTICLE 31

#### EDUCATIONAL LOAN REPAYMENT

31.1 Pine Tree shall maintain an educational loan repayment fund and contribute \$15,000 to it in 2000, \$20,000 to it in 2001 and \$20,000 in 2002.

31.2 Any management or staff attorney may apply to the Fund for payment toward his or her student loan obligations. However, attorneys who receive payment from the fund and voluntarily leave Pine Tree within the year shall be obligated to reimburse the Fund for the pro rata amount of their payment prior to their departure.

31.3 An educational loan fund committee, comprised of one representative appointed by the Association and one representative appointed by Pine Tree, shall receive and review applications and make allocations from the fund. The committee shall set such written standards and procedures as it deems appropriate. Applications shall be deemed confidential employee records, and not disclosed to others unless required to be disclosed by law or for auditing purposes. If the committee does not make sufficient awards to utilize the full contribution in any one calendar year, the unused contribution will revert to Pine Tree. The payments will be made directly by Pine Tree to the employee and will be issued in no more than three (3) checks per calendar year.

### ARTICLE 32

#### FURLOUGHS

32.1 Furloughs may be proposed by management to avoid or mitigate grave financial difficulties where permanent layoffs are not warranted.

32.2 The Board shall make any final decision to initiate a furlough plan. If Management proposes a furlough, the Association President shall be notified of the furlough plan and the reasons therefore ten (10) days prior to a Board meeting where the plan will be considered. The Association shall be given an opportunity to be heard on the question of proposed furloughs at the Board meeting. No furlough plan shall be implemented for at least ten (10) days from the decision of the Board. Consideration shall be given to attorney's professional responsibilities in any furlough proposal.

32.3 In no event will any furlough plan propose to furlough an employee for more than forty (40) days. If an employee will be furloughed for more than ten (10) days, the employee may choose to take accrued vacation during the remainder of the furlough period. During a furlough employees will accrue time and seniority, and the Corporation will continue their insurance coverage.

32.4 No employee will be furloughed for more than forty (40) days in a twelve (12) month period.

32.5 In the event of a furlough which does not include all employees, employees shall be furloughed in inverse order of seniority within classification in each location, except that an employee may be permitted to volunteer.

32.6 Any furlough plan will be implemented to afford equitable treatment to all classifications of Corporation staff members.

32.7 Attorneys shall be paid on a pro rata basis for time required by professional responsibility to be spent on casework, so long as prior management approval is obtained.

### ARTICLE 33

#### MISCELLANEOUS

33.1 The terms of this Agreement are subject to applicable federal statutes and LSC regulations.

33.2 The word "day" shall be defined to mean working days and shall not include weekends or holidays. In computing any time period the day of the event which causes the time period to run shall not be included but the final day shall be included. Any notice required by this Agreement shall be timely if postmarked on the last day of the relevant time period.

33.3 It is understood that any references in this Agreement to specific managerial positions by title shall, in the event such positions or titles change, continue to apply to the personnel performing the functions of those positions.

33.4 Where any notice or referral is required by this contract to be given or made by one party to the other, such notice or referral shall be given or made as follows:

To the Union: By delivery to the President of the Union, or in his or her absence, any Union officer.

To Pine Tree: By delivery to the Executive Director or the Assistant Director.

33.5 The Corporation will provide, in each office, an employee bulletin board, upon which the Union may post any statement or document and upon which any employee may post any statement or document. Management will not control nor have responsibility for the placement of any item on these bulletin boards. These bulletin boards shall be placed in locations not generally open to the public or to clients.

### ARTICLE 34

#### SUCCESSOR CLAUSE

34.1 The provisions of this Agreement shall be binding upon Pine Tree and the Union and their successors or assigns and all of the terms and obligations contained herein shall not be affected or changed in any respect by the consolidation, transfer or assignment of Pine Tree or the Union, nor shall they be affected or changed in any respect by any change in the legal status, identity or management of Pine Tree or the Union.

### ARTICLE 35

#### NON-DISCRIMINATION

35.1 There shall be no discrimination by either Pine Tree or the Union in hiring, wages, promotions or other terms or conditions of employment based upon race, color, sex, sexual orientation, creed, national origin, age,

religion, political affiliation or belief, or marital, parental, military or handicapped status, or financial status, including educational indebtedness.

ARTICLE 36

SAVINGS CLAUSE

36.1 Should any provision of this Agreement be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly meet to negotiate a replacement for the invalid provision.

ARTICLE 37

TERM

37.1 This Agreement shall be effective as of January 1, 2000 and shall expire on December 31, 2002.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed this 17th day of November, 1999.

PINE TREE LEGAL ASSISTANCE, INC.  
ATTORNEYS ASSOCIATION

BY

Its

PINE TREE LEGAL ASSISTANCE, INC.

BY

Its



2000-2002 ATTORNEY SALARY SCALE

STEP	2000	2001	2002
(0)	30,250	30,500	30,750
(1)	31,250	31,500	31,750
(2)	32,250	32,500	32,750
(3)	33,250	33,500	33,750
(4)	34,250	34,500	34,750
(5)	35,250	35,500	35,750
(6)	36,500	37,250	38,000
(7)	37,500	38,250	39,000
(8)	38,500	39,250	40,000
(9)	39,500	40,250	41,000
(10)	40,500	41,250	42,000
(11)	41,500	42,250	43,000
(12)	42,500	43,250	44,000
(13)	43,500	44,250	45,000
(14)	44,500	45,250	46,000
(15)	45,500	46,250	47,000
(16)	46,500	47,250	48,000
(17)	47,500	48,250	49,000
(18)	48,500	49,250	50,000
(19)	49,500	50,250	51,000
(20)	50,500	51,250	52,000
(21)	51,500	52,250	53,000
(22)	52,500	53,250	54,000
(23)	53,500	54,250	55,000
(24)		55,250	56,000
(25)			57,000

## APPENDIX A

### JOB DESCRIPTION FOR STAFF ATTORNEY

Staff attorneys shall provide legal services to eligible clients and client groups of Pine Tree Legal Assistance, Inc. The duties of a staff attorney include the following:

Interviewing clients; giving legal advice; case intake and file maintenance; keeping current of the state of the law and procedures within their area(s) of practice; doing legal research; preparing and drafting legal documents, and pleadings, motions, briefs and appeals; representing clients and client groups in court, before administrative agencies, before legislative bodies, and in other appropriate forums; collaborating or teaming with other staff for the purpose of participating in or assisting in appropriate employee training; participating in office priority planning and implementation of office goals; developing and implementing impact projects; and working with and assisting other attorneys, in assuring a high quality of legal representation to Pine Tree Legal Assistance, Inc.'s clients. **Additional skills or duties for a particular position will be identified in the job posting for that position.**

In fulfilling their obligations to provide quality representation to Pine Tree clients assigned to them, in cooperation with Directing Attorney, staff attorneys shall always act in conformance with the Code of Professional Responsibility and the Maine Bar Rules, the Canons of Ethics, and all applicable state and federal laws and regulations, including LSC and Pine Tree regulations, governing the conduct of legal services attorneys.

SIDE LETTER 1

The parties agree that the Corporation will provide a one-time bonus of \$500 to full-time employees (pro-rated for part-time employees) who are placed on Steps 0 - 5 on January 1 of each year in 2000, 2001 and 2002.

The parties further agree that the Corporation will provide a one-time bonus of \$750 to full-time employees (pro-rated for part-time employees) who are placed on Steps 6 and above on January 1, 2000. On January 1 of 2001 and 2002, employees who are placed on Steps 6 and above will receive one-time bonus of \$250 (pro-rated for part-time employees.)

The parties further agree that all financially-supplemented attorneys who are not subject to the wage scale will get a \$500 bonus in Year One of their Fellowship and a \$750 bonus in Years Two and Three of their Fellowship. These bonuses will be payable on January 1 of the year.

DATED: \_\_\_\_\_

PINE TREE LEGAL ASSISTANCE  
ATTORNEY ASSOCIATION

By

PINE TREE LEGAL ASSISTANCE, INC.

By

SIDE LETTER 2

The parties hereto agree that the Union may reopen this contract for the purpose of considering a change to compensation or benefits in the event that Pine Tree realizes a ten percent increase in annualized funding from the Legal Services Corporation, IOLTA, State of Maine and the Maine Civil Legal Services Fund for its operations from one calendar year to the next.

The parties also agree that either party may reopen this contract with respect to specific concerns that arise out of the newest language changes made in this contract after January 1, 2001.

DATED \_\_\_\_\_

PINE TREE LEGAL ASSISTANCE  
ATTORNEY ASSOCIATION

By

PINE TREE LEGAL ASSISTANCE, INC.

By

SIDE LETTER 3

The parties hereto agree to the following terms regarding the status of any AmeriCorps attorneys employed at Pine Tree Legal Assistance during the term of the existing contract between Pine Tree Legal Assistance and the Pine Tree Legal Assistance Attorney Association.

1. AmeriCorps members assigned to Pine Tree Legal Assistance shall be included in the bargaining unit as permitted by applicable law and regulations and if the Corporation for National Service approves the PTLA proposal;
2. The stipend paid to AmeriCorps members shall not be subject to collective bargaining.
3. AmeriCorps members shall be subject to termination at the end of their grant period; and
4. In the event that an AmeriCorps member applies for a non-supervisory vacancy, a newly created position, or job opening at any Pine Tree office and the AmeriCorps member and a non-employee are equally qualified, then the AmeriCorps member shall be chosen over the non-employee. An AmeriCorps member so chosen shall receive seniority credit for the time of his/her AmeriCorps service with Pine Tree.

After the conclusion of the current three-year AmeriCorps grant for the Safer Families Project in Eastern Maine in 2000, no new funding from AmeriCorps for attorney positions will be sought without the prior approval of the Attorney Association.

DATED \_\_\_\_\_

PINE TREE LEGAL ASSISTANCE  
ATTORNEY ASSOCIATION

By

PINE TREE LEGAL ASSISTANCE, INC.

By

**2000 - 2002**

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN PINE TREE LEGAL ASSISTANCE, INC.**

**AND**

**ASSOCIATION OF PARALEGALS,  
COUNCIL 93, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN PINE TREE LEGAL ASSISTANCE, INC.**  
**AND**  
**ASSOCIATION OF PARALEGALS,**



**COUNCIL 93, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

Pine Tree Legal Assistance, Inc., hereinafter referred to as the Corporation, and the Association of Paralegals, Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Association, hereby agree as follows:

**ARTICLE 1ARTICLE 1ARTICLE 1**

**RecognitionRecognitionRecognition**

1. *The Corporation recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, hours, and other conditions of employment for all of the employees covered by this Agreement.*
2. Upon termination of this Agreement, the Corporation may refuse to recognize the Association if the Association membership drops below a majority of the eligible members. The Association shall have thirty (30) days to show that it represents a majority after the Corporation has given written notice of the same to the Association.

**ARTICLE 2ARTICLE 2ARTICLE 2**

**DefinitionsDefinitionsDefinitions**

1. For purposes of this Agreement, the following definitions shall apply:
  - a. **Executive Director** - The Executive Director of the Corporation.

- b. **Employees** - Persons employed by the Corporation and to whom this Agreement pertains in accordance with the terms hereof. Employees shall be designated either part-time, temporary, replacement, job sharing or full-time as follows:

- (1) Part-time - A person who is hired to work a regular schedule of twenty-one (21) hours or twenty-eight (28) hours per week for an indefinite period of time or for more than six (6) months.
- (2) Temporary - Any person who is hired or re-hired for any number of hours of work per week up to a maximum of thirty-five (35) or less. The term of a temporary employee shall not exceed six (6) months, with the exception of work-study students whose term shall not exceed two (2) academic semesters.

The Corporation shall not hire or re-hire more than ~~four~~ (4) temporary employees per year. Work-study students, whose term may span two (2) calendar years, may be attributed to either calendar year. Notwithstanding the above, the Corporation retains the right to rehire any temporary employees beyond the time periods set out above. Should the Corporation exercise this right, any employee so rehired will be included as a separate employee for each period of hire and rehire.

This restriction does not apply to law students or Central Office personnel. This restriction also does not apply to replacement employees.

- (3) Replacement - Temporary employees hired to replace Union members out on vacation, sick, parenting or absence leaves. The replacement position shall terminate upon the return of the regular employee.
- (4) Job Sharing - An employee who shares a position under the terms of Article 7.
- (5) Full-time - A person hired to work the full Agreement work week for an indefinite period of time or for six (6) months or more.

- c. **Directing Attorney** - The attorney in charge of each office or special unit of the Corporation.
- d. **Paralegal** - All employees eligible for membership under the terms of this Agreement. Such employees shall be classified as either a secretary or a paralegal.
- e. **Exempt Employees** - The following are excluded from application of this Agreement: (1) Executive Director, (2) all attorneys admitted to practice before the Maine State Bar, or federal courts, and other members of the legal staff who are seeking such admission, (3) Assistant Director, (4) Fiscal Manager, (5) Administrative Assistant, (6) Accountant/Bookkeeper, (7) Secretaries to the Executive Director, (8) law students, (9) temporary employees, (10) replacement employees ~~for the first six months of their employment~~, (11) employees hired with administrative or supervisory responsibilities over the unit members.
- f. **Financially Supplemented Employees** - Employees working for the Corporation but paid wholly by other funds or time limited grants such as VISTA, WEET, JTPA, etc.
- g. **The word "days"** shall be defined to mean working days and shall not include weekends or holidays. In computing any time period the day of the event which causes the time period to

run shall not be included but the final day shall be included. Any notice required by this Agreement shall be timely if postmarked on the last day of the relevant time period.

### **ARTICLE 3**

#### **Union Security**

1. All employees in the bargaining unit must, as a condition of continued employment, be either a member of the Union, and pay Union dues, or pay an agency fee equal to Union dues to the Union, but not both.
2. No temporary employee shall be employed for work where such employment would eliminate a full-time or part-time employee or position.
3. The Corporation shall notify all prospective and new employees of the availability of Association membership and the provisions of paragraph 1.
4. The Corporation shall promptly provide the Association and Council 93 with the following written information within twenty (20) days:

#### **For New Employees:**

Name - Address  
Date of Hiring  
Classification  
Salary or other forms of compensation

#### **For Existing Employees:**

Notice of termination  
Notice of refusal to grant change in classification

5. If a present employee is not now a member of the Association, this article does not require that he/she join the Association but he/she is free to make application to join.
6. The rights and benefits set forth herein are applicable under law to each employee of the Corporation except those identified as exempt under Article 2 hereof. The Association shall represent all bargaining unit members in connection with any grievance filed under Article 18 hereof.

There shall be no charges assessed to non-Association members that would not be assessed to Association members.

7. The provisions of this Agreement shall be binding upon the Corporation and the Association and their successors or assigns and all the terms and obligations contained herein shall not be affected or changed in any respect by the consolidation, transfer or assignment of the Corporation or the Association, nor shall they be affected or changed in any respect by any change in the legal status, identity or management of the Corporation or the Association.
8. The Corporation agrees that during the term of this Agreement no work usually performed by the employees of this unit will be subcontracted without agreement of the Association. This agreement may be sought at any time.

The Corporation will advise the Association if a subcontract is necessary for compliance with grant conditions, or if grant funds would be lost without a subcontract. In such an event, consent will not be unreasonably withheld.

The use of volunteers or of personnel who are employed for five (5) days or less shall not be deemed to be a subcontract in violation of this paragraph.

#### **ARTICLE 4**

##### **Management Rights**

Pine Tree has and will continue to retain the sole and exclusive right to manage its operations, and will maintain all management rights, whether exercised or not, unless specifically abridged, modified, or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the determination of the means and methods by which its operations shall be carried out, the direction and supervision of its employees, and the determination of the number and placement of its employees and offices.

#### **ARTICLE 5**

##### **Deductions**

1. Upon an employee's written assignment the Corporation shall deduct from any salary earned or to be earned by the employee an amount equal to all of the Association membership dues as certified by the Treasurer of the Association, for each calendar month following the date of the assignment and shall forward such deduction to the Treasurer of Council 93 at his/her office in Augusta, no later than the twentieth (20th) day of each month. An employee's written assignment shall remain effective in accordance with the terms of such assignment.

2. The deduction assignment shall be made upon the Deduction and Assignment Sheet attached to this Agreement.

**3. The amounts to be deducted shall be certified by Council #93.**

4. The Corporation shall provide the Treasurer of Council 93 with a statement at the time of the monthly payment indicating the names of the individuals and the amounts deducted by the Corporation for each individual.

5. The Treasurer of the Association shall be responsible for collection of dues and other assessments from Association members not paid through the Corporation's payroll system.

6. The Association shall indemnify and hold the Corporation harmless against any and all claims or suits that may arise out of or by reason of action taken by the Corporation as a result of this Article.

#### **ARTICLE 6**

##### **Financially Supplemented Employees**

1. Such employees shall be entitled to Association membership and shall be subject to the provision of Article 2, Paragraph 1.

2. The salary schedule attached to this Agreement shall cover said employees unless they are subject to the salary specifications in other employment contracts.

3. Such employees shall be entitled to full use of the grievance procedure described herein with regard to

all provisions of this Agreement. Any grievance arising out of the relationship between said employee and their sponsoring program (VISTA, WEET, etc.) must be resolved between those two (2) parties and in this case no grievance may be filed against the Corporation.

4. Said employees shall not be compensated by the Corporation for any authorized travel or other expenses reimbursed from another funding source.

5. Vacation time or other benefits provided by another funding contract or program shall be deducted from vacation time and other benefits provided by this Agreement.

6. Such employees, after termination of said program monies or after two (2) years in the case of VISTA's shall automatically be picked up by the Corporation as full-time Corporation-paid employees unless given notice twenty (20) days before the above-mentioned date in writing specifying good cause why the employee will not be picked up. Expiration of grant funds under which the employee was hired and the absence of other available funds with which to fund the position shall be good cause.

7. Any vacation, accrued time or other benefits due such employees must be taken before the expiration date of the contract pursuant to which the employee is employed, absent unusual circumstance which preclude the use of vacation or accrued time prior to the termination date of the contract.

## **ARTICLE 7**

### **Job Sharing**

1. Up to three (3) positions covered by this Agreement may be filled by two (2) employees. Any employee wishing to participate in job sharing may request approval from the Director. The Director shall approve up to three (3) such positions, except for good cause. Approval will be contingent on locating a suitably qualified employee to share the position. Any present employee shall be deemed qualified to share the position.

2. A shared position shall be filled by two (2) "job-sharing" employees who shall have a regular work week of seventeen and one half (17.5) hours each as scheduled by the Directing Attorney of his/her office. Such employees shall be entitled to salary, leave and benefits as specified by this Agreement computed on a 50% basis, except life insurance which will be provided on a full basis. **Benefits can be made available only to the extent it is allowable under the terms of the Corporation's contracts with its insurance carriers. In the event that such insurance coverage is not available, the Corporation will provide some amount of funding in order to allow the individual to obtain private insurance.**

3. Job sharing employees shall participate in the Corporation's health, dental and disability insurance plans unless they already have coverage for either or both benefits. In the event that a job sharing employee is not required to participate in either the Corporation's health or dental plan, the Corporation shall apply the share it would have contributed to one benefit toward the employee's share of the other benefit.

4. Job share employees shall share one regular position's equipment, space and furniture.

5. When one participant in "job sharing" terminates his/her employment or transfers, or otherwise ceases to participate, the job sharing arrangement will automatically cease, and the other participant shall assume full-time status, unless otherwise agreed to by the Executive Director.

6. The concept of job sharing shall be entirely voluntary on the part of the affected employees and shall not be imposed on any full or part-time employee.

## **ARTICLE 8**

### **Positions**

1. If a permanent reduction is planned in the existing number of paralegal/secretarial positions or if a vacancy of more than three (3) months is anticipated, the Board of Directors shall make the final decision to reduce or create a vacancy.
2. The Association president shall be notified by the Executive Director in writing within twenty (20) days of the vacancy in the event a vacancy is not going to be filled and said notice shall set forth in detail the reasons for failure to fill such a vacancy. The Association shall be notified of the first Board meeting at which discussion will be held concerning each permanent reduction in staff and shall be given an opportunity to be heard on the question of reduction or vacancy at such Board meeting.
3. Leaves of absence, sick leaves, or vacations shall not be considered permanent reductions or vacancies.
4. Under this section, for purposes of determining whether or not a permanent reduction in the number of paralegal positions is planned or is about to occur, the existing number of paralegal positions eligible for membership is ~~17~~. This number reflects two (2) less than the actual number of full-time and part-time paralegal positions at the time of the signing of this contract. This number will be adjusted on January 1 of each year the contract is in force to reflect the actual number of paralegal positions on that date. Notwithstanding the above, should the closing of any service office be proposed, or should an elimination, or vacancy for more than three (3) months be proposed which would result in the loss of a classification in any office, such proposal will take effect only after the Board has acted in accordance with paragraphs 1 and 2 above.
5. The Executive Director maintains discretion as to the hiring of any additional paralegal staff.

## **ARTICLE 9**

### **Vacancy or New Position**

1. In the event of a vacancy or new position on the staff any Association member within that job classification who wishes to shall be given priority in filling such position on the basis of seniority, unless the employee lacks a necessary skill or ability to do the work required in a position in the Native American ~~or~~ Farmworker; ~~or~~ Legislative Unit.

In the event, however, the filling of a new or vacant position involves the transfer from one job classification to another, management may consider a number of factors including, but not limited to, an employee's total years of service with Pine Tree and his/her past job duties and performance in making the decision as to whether an Association member will be hired for that position and his/her current location on the scale in deciding where s/he will be placed on the salary scale if hired.

~~Should the employee be hired for a position in another classification, that employee's placement may reflect more or fewer years of service to the Corporation than appears in the wage scale description in Appendix A. Once the salary scale placement has been determined by the Executive Director, the employee will advance on the scale on his/her anniversary date as put forth in Appendix A. For all purposes other than placement on the wage scale in connection with such a transfer from one job classification to another, the employee's years of service shall continue to determine seniority.~~

2. The entry position on the salary scale of all newly hired employees, and their anniversary date, shall be

determined by the Executive Director in making her offer of employment.

3. Prior to making any hiring offer, the Director shall review her proposed offer with the President of the Association. If the Association disagrees with the proposed credit for experience, and the Director and the Association are unable to agree upon an appropriate level of credit, the Association may request review of the proposal by the Executive Committee of the Board. A decision of the Executive Committee shall be final and not subject to grievance by the Association or the Director.

4. Notwithstanding the above, seniority for all other purposes shall be determined by the provisions of Article 21.

5. The Corporation shall notify the Association President on the day the Executive Director receives written notice of an employee's intent to resign from his/her position. The Corporation further agrees to post all vacancies and new positions within five (5) days of receiving such written notice. The posting shall be for five (5) working days in each area office. Employees wishing to transfer to such positions shall submit an application in writing to their immediate supervisor and to the Directing Attorney of the office in which the position or vacancy is located.

## **ARTICLE 10**

### **Salaries**

1. The minimum salaries to be paid to persons covered under this Agreement shall be in accordance with the attached salary schedules to the extent permissible under law and except as otherwise provided herein.

2. Covered employees on the payroll as of the date of enactment of this Agreement shall receive salaries commensurate with the salary schedule for each employee's job classification in accordance with the attached salary schedule.

3. No employee shall be involuntarily transferred from his or her existing salary scale level to a lesser one.

4. Prior to the employment anniversary date of each employee covered by this contract, the employee shall be evaluated by the Directing Attorney of his or her office and the evaluation forwarded to the Executive Director. If the evaluation discloses unsatisfactory performance and if the Executive Director determines that such employee is not entitled to the classification change and commensurate pay raise to which he or she would otherwise be entitled, notice with reasons must be given to the employee and Association President twenty (20) days prior to the anniversary date.

## **ARTICLE 11ARTICLE 11ARTICLE 11**

### **Hours and Overtime**

1. For full-time employees, the work week shall consist of five (5) work days of seven (7) hours each. Employees may arrange with their Directing Attorney for a different thirty-five (35) hour work week schedule so long as a five (5) day working office week is not adversely affected.

Sixty percent (60%) part-time employees will work a twenty-one (21) hour week on a regular schedule approved by the employee's Directing Attorney. Eighty percent (80%) employees will work a twenty-eight (28) hour week on a regular schedule approved by the employee's Directing Attorney.

2. The Corporation shall compensate for all overtime as follows:
- a. For full-time employees: Overtime not exceeding five (5) hours a week shall be compensated by equivalent time off, subject to the annual cash-out provision in (g)(2) below.
  - b. For full-time employees: Overtime in excess of five (5) hours a week shall be compensated at the rate of time and one half at the employee's regular wage.
  - c. Should it become necessary in any given week, for a part-time employee to work in excess of their usual hours, that employee shall obtain his/her Directing Attorney's prior approval to perform such work or Pine Tree will be under no obligation to compensate the employee for overtime worked. In an emergency situation, if the employee makes every effort to reach the Directing Attorney to gain prior approval for overtime to be worked, but cannot, and the employee can reasonably expect that the Directing Attorney would have approved the overtime request, that employee may work the necessary overtime and the Corporation will compensate the employee for such overtime provided that the employee notifies the Directing Attorney of the time worked as soon thereafter as is feasible. If the employee anticipates any problem in meeting obligations to a client under the terms of this paragraph, he/she must notify the Directing Attorney immediately and the Directing Attorney will immediately take steps to relieve the employee of the work he/she is unable to perform but which is necessary to meet the Corporation's obligations to the client. Notwithstanding the above, the Executive Director or Directing Attorney can give any part-time employee prior notice at any time that no future overtime can be worked and the Corporation will be under no obligation to compensate any employee who works overtime hours once such notice has been given.
  - d. Compensation for overtime worked shall be made to part-time employees as follows:
    1. For 60% part-time employees, where the employee works more than twenty-one (21) but less than twenty-four (24) hours in a work week, the hours in excess of twenty-one (21) shall be compensated by equivalent time off, subject to the annual cash-out provision in (g) (2) below.
    2. For 60% part-time employees, where the employee works more than twenty-four (24) but less than forty (40) hours in a work week, the hours in excess of twenty-four (24) shall be compensated by equivalent time off or at the employee's regular wage, at the employee's option.
    3. Where an 80% part-time employee works more than twenty-eight (28) hours but equal to or less than thirty-two (32) hours, the hours in excess of 28 shall be compensated by equivalent time off, subject to the annual cash-out provision in (g)(2) below.
    4. Where an 80% part-time employee works more than thirty-two (32) hours, but less than forty (40) hours, the hours in excess of 32 shall be compensated by equivalent time off, or at the employee's regular wage, at the employee's option.
    5. Where any part-time employee works more than forty (40) hours in a work week, the hours above forty (40) shall be compensated at the rate of time and one half at the employee's regular wage.



6. It shall be the responsibility of the Directing Attorney to review and approve all overtime hours worked by each employee on a weekly basis as indicated on the employee's time sheet. In the event the Directing Attorney has reason to question the overtime worked by an employee, such employee shall be informed of the reasons thereof and the Directing Attorney and the employee shall attempt to resolve the matter.

*If the aforementioned are not able to resolve the matter, a meeting shall be held between the employee, the Directing Attorney, and a representative of the Association for further review. If none of the above provides for settlement of the matter, then the employee shall be allowed to seek final resolution through the grievance procedure, provided that no employee shall be paid or receive compensation for overtime hours in dispute unless and until the matter is resolved in the employee's favor.*

- e. Maximum overtime. The maximum amount of overtime earned by a full-time employee pursuant to this article shall be thirty-five (35) hours per calendar year. *If the work of the office necessitates additional overtime by an employee once the thirty-five (35) hour maximum is reached, the Directing Attorney may give prior approval for additional overtime to be worked. Such authorized overtime exceeding the maximum shall be earned and credited according to the provisions of this article.*
- f. Year-end payment of overtime. As of December 31 of the year in which the overtime is earned any overtime not already taken as compensatory time off *shall be compensated in wages at the employee's December 31 year-end rate.*

3. The Executive Director shall cause a record of all overtime to be kept, such record to be made available to the employee concerned and to the Association upon request.

4. Subject to the limitations of Sections 1 and 2 above, employees shall be compensated for the time actually worked in out-of-town assignments, including travel to and from out-of-town assignments in excess of the normal working day.

5. For the purpose of computing overtime, hours worked shall include hours which the employee is compensated for sick leave, vacation leave, holiday pay, bereavement leave and comp time to a maximum of the employee's regular day for any one (1) day.

## **ARTICLE 12**

### **Dismissal and Suspension**

1. The procedure whereby an employee may be suspended or dismissed is as follows:
  - a. Whenever the Directing Attorney of the office wherein the employee in question works shall preliminarily determine that an employee should be suspended or dismissed, said Directing Attorney shall notify said employee of this fact in writing, setting out the reason   
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why said employee should be dismissed or suspended. Said employee may make written answer at this time to the Directing Attorney and Executive Director stating his or her case, and a meeting between the three (3) stated parties shall occur within ten (10) days of the initial notice to

discuss and attempt to resolve the problem short of suspension or dismissal. The employee may at this time ask that a representative of the Association be present and may also at this time ask that any other person be present to substantiate his case.

- b. Failing such resolution of the problem, the Directing Attorney shall give written notice to the employee, the Executive Director and to the Association within three (3) days of meeting of the intention to dismiss or suspend said employee. Such notice shall state the grounds therefore and the proposed effective date of such action.
- c. If such grounds appear reasonable on their face in the judgment of the Executive Director, the Executive Director shall approve such dismissal or suspension by written notice thereof to the employee, to the Association and to the Directing Attorney.
- d. If approved, such dismissal or suspension shall thereafter take effect on the date set forth in the Directing Attorney's notice, unless the employee files a formal grievance on said dismissal.
- e. If the employee continues to be dissatisfied, he or she may appeal the decision within three (3) days to the Executive Director. A grievance committee composed of one representative of the Association, one representative of the Corporation and one person mutually agreed upon, must be convened and hold a hearing within five (5) days of the employee's appeal. This shall be a full hearing complying with all elements of due process but not to be held in accordance with the rules of evidence. A decision from this committee will be available within five (5) days and shall be final and binding.

Expenses for the committee's services shall be borne equally by the Corporation and the Association; however, each party shall be responsible for compensating its own representatives.

- f. Employees shall retain original standing until final determination has been reached subject to the right of the Executive Director to suspend with pay any employee who is alleged to have committed acts of gross misconduct. In the event dismissal is upheld, it shall take effect either on the date originally cited by the Executive Director or if that has passed, the date as is mutually agreed upon. All days shall be counted unless the last day of filing is on Saturday or Sunday or a holiday, in which case the last day shall be the next weekday.

3. There shall be no dismissal as a result of putting this Agreement into effect. There shall be no dismissal except for just and sufficient cause.

### **ARTICLE 13**

#### **Vacations**

1. All employees who were employed at Pine Tree on December 31, 1996 or who have earned at least one year's seniority between January 1, 1990 and December 31, 1996 are entitled to the following vacation:

Upon completion of their first twelve (12) months of employment, full-time employees are entitled to one hundred and forty (140) hours of paid vacation per year and part-time employees with at least one year of seniority under Article 21 on December 31, 1996 covered by this contract are entitled to seventy (70) hours of paid vacation per year.

After six (6) months of employment an employee may take any portion of his or her accrued vacation time with the prior approval of his or her directing attorney. Prior to completion of six (6) months of employment an employee may only take his/her vacation accrued to date with special permission of the Directing Attorney.

Following their first twelve (12) months of employment, full-time employees shall continue to accrue one hundred and forty (140) hours (4 weeks) of paid vacation, 60% part-time employees covered by this contract shall continue to accrue seventy (70) hours (2 weeks) of paid vacation for each twelve months worked through their third year of employment, and 80% part-time employees covered by this contract shall continue to accrue one hundred and five (105) hours (3 weeks) of paid vacation for each twelve months worked through their third year of employment.

Following their thirty-sixth (36) month of employment, full-time employees shall accrue one hundred and seventy-five (175) hours (5 weeks) of paid vacation, 60% part-time employees shall accrue eighty-seven and one half (87.5) hours of paid vacation for each additional twelve (12) months worked through their eighth year of employment, and 80% part-time employees shall accrue one hundred thirty-one and a quarter (131.25) hours of paid vacation for each additional twelve (12) months worked through their eighth year of employment.

Following their ninety-sixth (96) month of employment, full-time employees shall accrue two hundred and ten (210) hours (6 weeks) of paid vacation, 60% part-time employees shall accrue one hundred and five (105) hours of paid vacation for each additional twelve months worked, and 80% part-time employees shall accrue one hundred and fifty-seven and one-half (157.5) hours of paid vacation for each additional twelve months worked.

Vacation accruals shall be recorded monthly in the present manner established by the Corporation. Employees may accrue vacation up to the date of termination provided such accumulation does not exceed the maximum established in paragraph 4 below.

2. All employees who are hired after January 1, 1997 and who have not earned at least one year's seniority between January 1, 1990 and December 31, 1996 are entitled to the following vacation:

Upon completion of their first twelve (12) months of employment, full-time employees are entitled to one hundred and five (105) hours of paid vacation per year and part-time employees covered by this contract are entitled to fifty-two (52.5) hours of paid vacation per year.

After six (6) months of employment an employee may take any portion of his or her accrued vacation time by following the usual procedure of filling out three (3) copies of a request form to be approved by the Directing Attorney. Prior to completion of six (6) months of employment an employee may only take his/her vacation accrued to date with special permission of the Directing Attorney.

Following their first twelve (12) months of employment and until they have worked for five years at Pine Tree, full-time employees shall continue to accrue one hundred and five (105) hours (3 weeks) of paid vacation, 60% part-time employees covered by this contract shall continue to accrue fifty-two and one half (52.5) hours (7.5 days) of paid vacation for each twelve months worked, and 80% part-time employees covered by this contract shall continue to accrue seventy-eight and three quarters (78.75) hours (11.25 days) of paid vacation for each twelve months worked.

Following their sixtieth (60) month of employment, full-time employees shall accrue one hundred and forty (140) hours (4 weeks) of paid vacation, 60% part-time employees shall accrue seventy (70) hours of paid vacation for each additional twelve (12) months worked, and 80% part-time employees shall accrue one hundred and five (105) hours of paid vacation for each additional twelve (12) months worked.

Vacation accruals shall be recorded monthly in the present manner established by the Corporation. Employees may accrue vacation up to the date of termination provided such accumulation does not exceed the maximum established in paragraph 4 below.

3. Accrued vacation pay shall be paid to an employee (or his estate in case of death) whose employment is terminated for any reason.

4. Full-time and part-time employees may accumulate up to ~~thirty-five~~ (35) hours of vacation time to carry into the next calendar year, including leave converted pursuant to Article 16 (6). As of December 31, any accrued hours over ~~thirty-five~~ (35) for full-time and part-time employees will be forfeited on January 1 of the next calendar year.

5. An employee's Directing Attorney will make a good faith effort to accommodate an employee's vacation request. If an employee requests to take vacation and the request is deferred or denied pursuant to § 1 of this article, the employee shall not forfeit any excess vacation time until she/he has been given a reasonable opportunity to take vacation on alternative dates, and if so desired by the employee all at one time. Such arrangements shall be made by December 31 of the year, and Central shall be so notified.

#### **ARTICLE 14**

##### **Accumulated Pay upon Termination**

1. Any employee whose employment from the Corporation terminates, whether by dismissal or otherwise, shall be paid in wages for all due vacation time.

2. Any employee whose employment from the Corporation terminates, whether by dismissal or otherwise, shall be paid wages for all previously uncompensated overtime.

3. An employee who resigns from the Corporation's employment shall not be entitled to severance pay.

4. An employee who is terminated from employment for cause shall not be entitled to severance pay.

5. An employee who is laid-off pursuant to Article 21 shall be entitled to receive severance pay as follows:

- a. If the person is a full-time employee at the time of the layoff notice he/she shall receive a cash severance payment equal to his or her wages for one (1) week at the highest rate received during his or her employment for each twelve (12) months or major fraction thereof that he or she has been employed by the Corporation. In no event shall this payment exceed eight (8) weeks pay.
- b. If the person is a part-time employee at the time of the layoff notice he/she shall receive a cash severance payment equal to his or her wages for one (1) week at the highest rate received in each year of his or her employment for each twelve months (12) or major fraction thereof that he or she has been employed by the Corporation; or the amount he or she would have received pursuant to sub-part a: had a severance benefit been payable at the time the employee changed from full-time to part-time status; whichever is greater.
- c. The only situation in which an Association member may receive severance pay under this section of this Article is if the Association member actually receives written notice pursuant to paragraph 4 of Article 21 from Pine Tree that he/she will be laid off.

#### **ARTICLE 15**

##### **Holidays**

1. The following days shall be recognized and observed as paid holidays for full-time employees:

New Years Day  
Martin Luther King Day  
Washington's Birthday (Fed. Obs.)  
Patriots Day  
Memorial Day (Fed. Obs.)  
Independence Day  
Labor Day  
Columbus Day (Fed. Obs.)  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

When any of the above holidays occur on a Saturday, the preceding Friday will be observed as a holiday by full-time employees. When any of the above occur on a Sunday, the following Monday will be observed as a holiday by full-time employees.

2. Full-time employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. In the event a full-time employee works on a holiday, such employee shall receive time and one half in wages or comp time, at the option of the employee, in addition to their holiday pay. Whereas employees must, from time to time, exercise independent judgment as to working overtime, the Association agrees that no employee shall work on a holiday unless it is necessitated by the job requirements and that all overtime worked shall be subject to review of the Directing Attorney, pursuant to the approval procedure contained in Article 11, Paragraph 2(e).

3. For part-time employees working a 60% schedule and covered by this contract, holiday benefits will be determined as follows: If the employee's schedule does not call for his/her being in the office every day but requires the employee to work three (3) 7-hour days, the employee will be paid a full day's pay for six (6) Pine Tree holidays of the employee's choice. For part-time employees working an 80% schedule and covered by this contract, holiday benefits will be determined as follows: If the employee's schedule does not call for his/her being in the office every day but requires the employee to work four (4) 7-hour days, the employee will be paid a full day's pay for nine (9) Pine Tree holidays of the employee's choice. For all part-time employees, both 60% and 80%, should the employee's schedule require him/her to work a lesser number of hours five (5) days a week, the employee will be paid for all twelve (12) Pine Tree holidays at the employee's normal daily rate of pay.

4. Other religious holidays of an employee's own faith may be taken by arrangement with the Directing Attorney of the employee's office.

## **ARTICLE 16**

### **Sick Leave**

1. Employees shall be eligible for sick leave after thirty (30) days of service with the Corporation. Full-time employees shall be allowed one and one-half days (10.5 hours) of sick leave for each month of service, 60% part-time employees covered by this contract shall be allowed 3/4 (5.25 hours) of a day of sick leave for each month of service, and 80% part-time employees covered by this contract shall be allowed eight (8) hours a day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for eight (8) or more hours.

2. Sick leave may be accumulated to a maximum amount of five hundred and ninety-five (595) hours for full-time employees, two hundred and ninety-eight (298) hours for 60% part-time employees, and four hundred forty-six (446) hours for 80% part-time employees. All accrued sick time is to be used for the purpose of taking sick leave, but upon termination of employment with the Corporation, for whatever reason, no employee shall be paid for accumulated sick leave.

3. Sick leave shall be used only in the event of actual illness of the employee or the employee's immediate family, or for medically necessary absences due to pregnancy and childbirth. Where the circumstances of the pregnancy and childbirth are such that the presence of an employee-father is required at home, he may take sick leave for that purpose.

4. Additional leave due to illness, pregnancy, or childbirth may be taken without pay and beyond that accumulated at the discretion of the Executive Director. Such additional leave due to illness, pregnancy or childbirth shall not result in an employee's dismissal.

5. The Association may establish a sick leave bank into which each employee on a voluntary basis places one or more of their sick leave days, to be used in an emergency situation when an employee has used up all accumulated sick leave time. The total number of days contributed to the bank shall not exceed seventy-five (75). No employee may withdraw more than forty (40) days of sick leave from the bank in any one calendar year.

The Executive Board of the Association shall be responsible for the administration and use of the sick leave bank, and shall make the necessary arrangements with the Corporation for a reasonable record keeping system.

6. At the end of each calendar year, all employees shall be notified by the Corporation of any unused sick leave accrued in that year and shall have the options with respect to time accrued in that year:

- a. to retain the sick leave as accumulated sick leave up to the maximum accrued sick leave listed above.

All employees who are hired after January 1, 1997 and who have not earned at least one year's seniority between January 1, 1990 and December 31, 1996 are also entitled to convert the sick leave to vacation leave at a 4:1 ratio, up to a maximum of two additional days of vacation leave.

No accumulated sick leave accrued prior to the effective date of this agreement may be converted pursuant to this section.

## **ARTICLE 17**

### **Bereavement Leave**

In the event of death in an employee's family, to be defined as the death of a spouse, mother, father, step-parent, child, brother, sister, mother-in-law, father-in-law, grandparent, partner, uncles and aunts, the employee shall be granted a leave of absence with full pay to arrange for and attend funeral services, the exact length of time to be agreed upon between the employee and his or her Directing Attorney. Leave to attend funeral services of other close relatives or friends not mentioned above may be granted by the Directing Attorney.

## **ARTICLE 18**

### **Grievance Procedure**

A. A grievance as used in this Agreement will be a claim by an employee or the Corporation that there is a disagreement or dispute as to the interpretation, meaning or application of any provision of this Agreement. The grievance procedure shall further cover complaints about or problems relating to work rules and conditions of employment and the transfer of employees from office to office. Such procedure shall also receive complaints of alleged unfair practices.

1. An unfair labor practice occurs whenever the Corporation:
  - a. Interferes with, restrains or coerces employees in the exercise of their rights hereunder;
  - b. Encourages or discourages membership in any employee organization by discrimination in regard to hiring or tenure of employment or any term or condition of employment;
  - c. Dominates or interferes with the formation, existence or administration of any employee organization;
  - d. Discharges or otherwise discriminates against an employee because he or she has filed any affidavit, petition or complaint or given any information allowed under this Agreement;
  - e. Refuses to bargain collectively with the bargaining agent or its employees; and/or
2. An unfair labor practice occurs whenever the Association:
  - a. Interferes with, restrains or coerces employees in the exercise of their rights;
  - b. Interferes with, restrains or coerces the Corporation in the selection of its representative for purposes of negotiations, discussions or grievances;
  - c. Blacklists the Corporation for the purpose of preventing it from filling employee vacancies; and
  - d. Refuses to bargain collectively with the Corporation.

B. Should a grievance occur, the employee or shop steward shall have the option of (1) informing the Directing Attorney of the grievance and requesting its resolution on an informal basis or (2) proceeding directly to Step 1 of the procedure, either one of which shall be initiated within ten (10) days of the occurrence of the grievance.<sup>1</sup> In the event the employee or steward chooses to utilize the informal procedure the parties shall attempt to resolve the matter within three (3) days of the request. If a satisfactory resolution of the grievance cannot be reached, the employee steward may proceed to Step 1 within five (5) days of the expiration of said three (3) day period.

**Step 1:** The employee steward shall present the grievance in writing to the Directing Attorney. The Directing Attorney shall give the employee/steward a written response to the grievance within five (5) days of the receipt thereof.

**Step 2:** If the employee is dissatisfied with the Directing Attorney's decision, he or she or his or her agent must appeal within five (5) days in writing to the Executive Director. A meeting must be held within five (5) days between the employee, his or her advocate or counsel and the Executive Director. A decision from the Executive Director must be received by the employee within three (3) days.

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<sup>1</sup> On the date the employee exercises the option to proceed informally he or she shall make a written notification thereof to be signed by the Directing Attorney.

**Step 3:** If the employee continues to be dissatisfied, he or she may appeal the decision within five (5) days to the Executive Director. A grievance committee composed of one (1) representative of the Association, one (1) representative of the Corporation, and one person mutually agreed upon *must be convened and hold a hearing within five (5) days of the employee's appeal.* This shall be a full hearing complying with all elements of due process but not to be held in accordance with the rules of evidence.

A decision from this committee shall be final and binding on the parties, and the committee shall be requested to issue their decision within ten (10) days after the conclusion of testimony and argument. Expenses for the committee's services shall be borne equally by the Corporation and the Association; however, each party shall be responsible for compensating its own representatives.

C. The foregoing grievance procedure shall not preclude the right of the Corporation, acting through the Executive Director or his or her designated representative, to institute a grievance, as defined in Section A, against any employee in the unit or the Union.

**Step 1:** Within ten (10) days of the occurrence of the grievance the Corporation shall submit such grievance in writing to the president of the Union setting forth the nature of the grievance. Within five (5) working days after receipt of such grievance, said president shall arrange to and shall meet with the Executive Director or his designated representative for the purpose of adjusting or resolving such grievance. The president of the Association shall submit his or her written decision to the Corporation within eight (8) days of such meeting.

**Step 2:** If the Corporation continues to be dissatisfied, it may appeal the decision within three (3) days to the Association president. A grievance committee composed of one (1) representative of the Association, one (1) representative of the Corporation and one person mutually agreed upon, must be convened and hold a hearing within five (5) days of the Corporation's appeal. This shall be a full hearing complying with all elements of due process but not to be held in accordance with rules of evidence. A decision from this committee will be available within five (5) days.

All costs relating to Step 2 of the above shall be borne equally by the Corporation and the Association; however, each party shall be responsible for compensating its own representatives.

#### **ARTICLE 19ARTICLE 19ARTICLE 19ARTICLE 19**

#### **Lockout/Strike**

There shall be no lockout of any kind by the Corporation nor any strike of any kind by the Association or its members during the life of this Agreement, nor shall the Association or any of its members encourage any employee not to cross a picket line. This Article, however, shall not prevent any Association member from refusing to cross a picket line as a matter of individual conscience. It is understood that in the event any Association member chooses not to cross the picket line, he or she shall forfeit his or her wages for that period of time.

#### **ARTICLE 20**

#### **Expenses**

1. The Corporation shall pay all legitimate expenses incurred by an employee in the authorized service of the Corporation. Such expenses for use of an automobile shall be compensated at the rate of ~~thirty one (31)~~ thirty one (31) cents per mile effective as of the date of this Agreement; provided, however that should the current ~~31.5~~ 31.5 cents mileage allowance set by the I.R.S. (Reg. Section 1.274.5(F)) rise above ~~31.5~~ 31.5 cents the higher figure shall apply, as of the date the Association notifies the Corporation of the increase. On January 2, of each year, the Corporation shall verify the I.R.S. allowance figure and shall reimburse mileage costs on the basis of this figure unless and until the Association informs



the Corporation the I.R.S. figure has been revised. In the event gas rationing coupons are introduced, no employee shall be required to use his or her personal coupons for Corporation business.

2. Necessary working equipment shall be provided for employees and paid for by the Corporation.

3. Requests by the Corporation that result in reasonable employee expense shall be considered authorization of that expense and shall be reimbursed. If the employee is requested to incur an expense which is not reimbursable, the employee shall have the option to refuse to incur said out-of-pocket expense. In determining whether lodging, meal and transportation expenses are reasonable, Pine Tree will follow guidelines set out in the Employee Reimbursement Memo contained in the PTLA Fiscal Manual. Utilization of the standards set forth in that memo shall apply to those expenses only and shall not limit the scope of other reimbursable expenses as established by past policies, practices, grievances, or arbitration decisions.

4. Pine Tree's maximum liability per incident of employee theft is \$100.00. Employees will be covered for thefts occurring both on and off Pine Tree premises provided employees are conducting business on behalf of Pine Tree at the time of the theft and provided due care is exercised by them in protecting their property.

5. Legitimate parking expenses (which shall not include any vehicular violations) incurred by employees covered by this contract, when such employees are attending administrative hearings and/or court hearings shall be paid by the Corporation if, and only if, parking expenses additional to those normally incurred by the employee result from carrying out such Corporation business. All such expenditures must be specifically approved by the Fiscal Manager or the Assistant Director.

6. Association members shall not be reimbursed for expenses incurred for the sole purpose of attending Association meetings.

## **ARTICLE 21**

### **Probationary Period, Seniority, Layoff**

1. All new employees are subject to a six (6) month probationary period during which time the provisions of Articles 12 and 18 shall not apply.

2. On or before the expiration of this probationary period, the Corporation shall give new employees a written evaluation placing a copy in that employee's permanent record file.

3. Seniority becomes established upon date of employment. This date shall be the original date of employment in the case of employees who are rehired after a period of absence. Only the period when employee was not actually employed by the Corporation will be deducted for the purpose of computing seniority.

4. (a) In the event of an office closing or the elimination of a position from any office, those employees so displaced shall have the right based on seniority to fill any position in the same job classification which is vacant, occupied by a probationary employee, or occupied by a less senior employee on a project-wide basis, unless the employee lacks a necessary skill or ability to do the work required in that position in the Native American ~~or~~ Farmworker, ~~or~~ Legislative Unit.

(b) Any employee displaced as a result of being bumped by a more senior employee shall have the right based on seniority to fill any position in the same job classification which is vacant, or occupied by a probationary employee, or a less senior employee on a project-wide basis, unless the employee lacks a necessary skill or ability to do the work required in that position in the Native American ~~or~~ Farmworker, ~~or~~ Legislative Unit.

(c) If, however, the employee with the greater seniority does not wish to exercise his or her right to bump, then the employee shall be laid off.

(d) In those instances where employees affected by Article 21, Section 4A or 4B as described above cannot exercise their right to bump, such employee shall be laid off.

(e) The Corporation shall give twenty (20) days prior written notice to any person to be laid off.

(f) For a period of one (1) year any employee so laid off shall be notified by the Corporation of any vacancy within his/her job classification and shall be rehired in order of established seniority before any new employees are hired for the position involved. This paragraph shall not apply to Financially Supplemented Employees. Eligible members will have ten (10) days from the date of mailing of notification of the position's availability to advise the Executive Director that they wish to be rehired. Should no eligible laid off employee notify the Executive Director of his/her interest within the ten (10) day period, the Corporation shall be under no obligation to maintain the vacancy but shall proceed to follow the hiring provisions of Article 9.

5. If the Executive Director decides to eliminate any part-time position in order to fund a new full-time Union eligible position in that office or any other office he/she shall give twenty (20) days notice to the Association and the affected employee.

The part-time employees shall have the first opportunity to fill the new full-time position provided the position is in the employee's job classification, unless a person with recall rights and greater seniority chooses to fill the position.

In the event that the part-time employee chooses not to fill the vacant full-time position within his/her job classification and no other part-time position is vacant which the employee may apply to fill under the provisions of Article 9, the employee will be laid off. Any employee so laid off shall have all rights extended under this Agreement.

6. An employee laid-off from Pine Tree's work force shall receive a cash severance sum computed under Article 14 of this Agreement.

7. Any reduction from full-time employment status to part-time status shall not be considered a layoff.

8. In the event of any reduction in funds, including a significant reduction resulting in a partial or complete shutdown, the layoff procedures and benefits in this Article shall be observed. Nothing in this paragraph shall preclude negotiation as to issues not specifically covered within this Article. The parties recognize that the provisions of this Article may be changed by mutual agreement but are not bound to negotiate any such changes.

9. For the purposes of this Agreement part-time employees shall accrue seniority as if they were full-time employees as provided under Article 21, paragraph 3.

10. Notification provisions under this Article shall be deemed to have been satisfied provided the Corporation sends notification by certified mail of any vacancies to the last known address of the employee eligible for recall.

## **ARTICLE 22**

### **Furloughs**

1. Furloughs may be proposed by management to avoid or mitigate grave financial difficulties where

permanent layoffs are not warranted.

2. The Board shall make any final decision to initiate a furlough plan. If Management proposes a furlough, the Association President shall be notified of the furlough plan and the reasons therefore ten (10) days prior to a Board meeting where the plan will be considered. The Association shall be given an opportunity to be heard on the question of proposed furloughs at the Board meeting. No furlough plan shall be implemented for at least ten (10) days from the decision of the Board.

3. In no event will any furlough plan propose to furlough an employee for more than forty (40) days. If an employee will be furloughed for more than ten (10) days, the employee may choose to take accrued vacation or comp leave during the remainder of the furlough period. During a furlough employees will accrue time and seniority, and the Corporation will continue their insurance coverages.

4. No employee will be furloughed for more than forty (40) days in a twelve (12) month period.

5. In the event of a furlough which does not include all employees, employees shall be furloughed in inverse order of seniority within classification in each location, except that an employee may be permitted to volunteer.

6. No furlough plan shall disproportionately affect any classification of Corporation staff members. While this provision does not require strictly proportional impact it does require equitable treatment of each such class.

7. Nothing herein shall be construed to affect the provisions of Article 21.

## **ARTICLE 23**

### **Leave of Absence**

1. Upon request and mutual agreement the Executive Director may grant leaves of absence without pay for good and sufficient reasons. The Executive Director shall not act in an arbitrary or capricious manner in deciding leaves of absence. Employees who have expended all available sick leave pursuant to this contract shall not be precluded from applying for a leave of absence pursuant to the terms of this section.

2. An employee may be granted a leave of absence up to one (1) year without pay to attend an institution of learning in pursuit of professional improvement related to the purposes served by the Corporation.

3. Any such leaves shall not constitute breaks in continuity of service. The Corporation may fill said employee's position with a replacement employee during his or her absence but only for the length of such absence. For the purposes of this section employees on leaves of absence shall not be credited with seniority for movement on the salary scale or accumulate vacation or sick leave for that period of time; however, upon return to service such an employee shall be restored all benefits accumulated before said leave and a new anniversary date shall be computed by adding the period of such leave to the employee's anniversary date.

4. An employee will be allowed to utilize any accumulated vacation leave or comp time during a leave of absence.

5. Insofar as permitted by the Corporation's insurance carriers, employees on leaves of absence may retain medical and dental coverages, so long as the employee reimburses the Corporation for applicable premium expenses.

## **ARTICLE 24**

## **Parenting Leave**

1. Employees with at least one (1) year of employment with the Corporation shall be entitled to three (3) months of parenting leave, in addition to sick time used pursuant to Article 16.

Parenting leave refers to leave taken by an employee in order to care for his or her newly born or adopted child.

Parenting leave shall be unpaid leave, and no vacation or sick time shall accrue during the leave.

2. Insurance benefits will be maintained by the Corporation during a parenting leave.

3. This article shall not limit an employee's rights to request a leave under Article 23, and use of parenting leave shall not be considered in permitting or denying such a leave.

## **ARTICLE 25**

### **Insurance and Unemployment Compensation**

1. The Corporation agrees to pay the cost of health, dental and accident insurance for employees and their dependents except as provided in Article 7 and as set forth in subsection 5 below. The Corporation further agrees to pay the full cost of life insurance for employees. The level of coverage shall be equal to or better than the present coverage. **However, if with the consent of Council #93 a less expensive health insurance program is accepted by the program, this Article would be modified accordingly.**

2. In the event that an employee is laid off pursuant to Article 21, the Corporation agrees to ~~attempt to~~ maintain that employee's health and/or life insurance coverage provided that employee makes all necessary full premium payments for such coverage directly to the Corporation. In no event can such coverage be continued for more than **eighteen months (or any other time specified by COBRA requirements)** following the layoff.

3. The Corporation agrees to pay for unemployment coverage in accordance with state law.

4. The Corporation agrees to pay the full cost of disability insurance for employees. The level of coverage shall be at least equal to the present coverage for attorneys and management employees within the definitional terms of the policy.

5. **Effective January 1, 2000, employees shall be responsible for contributing to the costs of their health insurance premiums for HMO Choice coverage as follows: employees with coverage for a single person shall contribute \$5.90/week; employees with coverage for a single person with children shall contribute \$12.99/week; employees with family coverage (as a married couple) shall contribute \$21.61, employees with full family (a couple with children) shall contribute \$29.51/week. This contribution shall be deducted from employee paychecks on a weekly basis. If an employee is currently enrolled in a less expensive health insurance plan, he or she cannot switch to a more expensive plan without also paying the difference in premium payments between the two plans. Any increase in health insurance premiums for Pine Tree above 1997 levels will be allocated in the following manner: the Corporation will assume responsibility for fifty percent of the premium increase and each employee will assume responsibility for fifty percent of his or her insurance premium increase.**

6. If the health insurance plan permits coverage of same sex domestic partners, qualifying individuals will be eligible for insurance subject to the same limits described above. If such coverage is not available, qualifying individuals shall be eligible for reimbursement of incurred health insurance premium expenses for their partners (and their partner's qualifying children) up to the dollar value of the difference between the value

of the benefit they are receiving as a covered employee and the benefit they would be receiving if they were married to their partner. In order to qualify a same sex domestic partner for coverage, the employee must complete and return an affidavit available from the Central office.

7. Any otherwise-eligible employee may decline health insurance coverage for herself/himself or for members of their family if (1) the employee and/or members of the family are covered under another indemnity or prepaid health plan and (2) the employee provides appropriate documentation of this fact. Any employee choosing this option shall receive \$50.00 for each month the employee declines coverage under the Pine Tree health insurance plan for himself or herself. If the employee separately declines coverage for the employee's spouse and/or eligible child[ren], the employee shall receive \$50/month. If the employee declines coverage for herself or himself and other eligible family members, the employee will receive a maximum of \$100/month. Once the employee declines coverage for herself/himself and/or family members, coverage will not be available until January 1 of the following year (unless the date of open enrollment changes) unless a qualifying "life event" occurs.

8. The Union and Pine Tree agree to form a joint committee which will explore alternative health insurance programs. Savings achieved from implementation of any programs identified by this Committee and subsequently ratified by both Unions and Pine Tree, along with savings achieved through implementation of Article 17.4 above, will be identified by the Committee in order to determine what, if anything, should be done to use those savings to reduce health care premium costs.

## **ARTICLE 26**

### **Pension**

1. The Corporation will maintain a tax-sheltered annuity plan (TSA) for the benefit of eligible employees as defined herein. Participation in this plan shall be a condition of employment for all eligible employees.

2. All employees who have reached one (1) year's service with the Corporation in or prior to the calendar year for which a contribution is to be made, and who have earned at least \$200.00 in that year shall be deemed eligible.

3. The Corporation and the Association shall agree on a financial institution to operate the TSA plan for the contribution years covered by this Agreement.

4. The Corporation shall make a contribution of five percent (5%) of total compensation in each of the following years: 2000, 2001 and 2002.

## **ARTICLE 27**

### **Health and Safety**

1. The Corporation shall maintain existing precautions and shall institute new precautions upon request that are reasonable and necessary for safeguarding the health and safety of its employees.

2. The Corporation shall not purchase new equipment or chemical substances to be used by its employees without discussion with the Association. The Corporation shall provide such full and complete health and safety information as is readily available from agencies or published literature to the Association as it requests on any piece of equipment or product used by its members in the performance of their duties for the Corporation.

3. No employee shall be required to perform work that involves an imminent danger to his or her or any

employee's health or physical safety once a complaint has been lodged with his or her supervisor.

4. Properly heated or ventilated quarters shall be provided to all employees while performing work for the Corporation. If the temperature falls below fifty-eight (58) degrees or rises above ninety-five (95) degrees F., employees shall not be required to remain in their workplace. Nothing in this paragraph precludes the use of sick time by an employee who is adversely affected by office conditions.

## **ARTICLE 28**

### **Miscellaneous**

The Corporation agrees to allow the Association the use of its newsletter for notices and similar announcements.

### **Jury Duty**

Any full-time employee required to be absent to serve on a jury shall be paid his or her regular wages, less any pay received as such jury member.

### **Signing of Agreement Signing of Agreement Signing of Agreement Signing of Agreement**

No person shall receive a reduction in salary as a result of putting this contract into effect.

### **Representation on Pine Tree Committees**

The committees involved with Legal Services Corporation business (i.e., hiring, budget, etc.) will be comprised of thirty-three percent (33%) Association members and thirty-three percent (33%) other staff, exclusive of the Executive Director.

## **ARTICLE 29**

### **Time Off While Performing Association Duties**

1. The Association president and/or designates, shall be allowed time off, with pay, for meeting with Corporation officials concerning Association business provided, in the judgment of the Corporation, said time does not interfere with work requirements.

2. The president of the Association and/or designates, shall be allowed time off, with pay, for investigating grievances not to exceed a total of four (4) hours per month except with the written permission of his or her supervisor. The Association president shall not leave his or her regularly assigned work in order to investigate a grievance without first obtaining approval of his or her supervisor.

3. The Association shall conduct no meetings during normal working hours without the express consent of the Executive Director obtained at least five (5) working days prior to the proposed meeting. The Association agrees that there will be no more than four (4) such meetings a year during working hours. The Executive Director shall notify each Directing Attorney of the meetings immediately upon giving consent.

## **ARTICLE 30**

### **Non-discrimination**

There shall be no discrimination by either Pine Tree or the Association in hiring, wages, promotions, or other terms or conditions of employment based upon race, color, ~~gender~~ sex, sexual orientation, creed, national origin, age, religion, political affiliation or belief, or marital, parental, military or handicapped status, or financial status.

#### **ARTICLE 31**

##### **Savings Clause**

Should any provision of this Agreement be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The parties shall promptly meet to negotiate a replacement for the invalid provision.

#### **ARTICLE 32**

##### **Termination Date of Agreement**

1. This Agreement shall be effective as of January 1, ~~1997~~ **2000** and shall expire on December 31, ~~1999~~ **2002**.

2. Not less than sixty (60) days immediately preceding the termination of this Agreement, both parties shall begin the negotiations toward a new Agreement.

3. If a succeeding contract has not been agreed upon by December 1, ~~1999~~ **2002**, negotiations may proceed at any time thereafter to binding arbitration upon mutual agreement of both parties. Such arbitration shall be conducted by a three (3) person panel consisting of one (1) representative of the Corporation, one (1) representative of the Association, and one (1) person mutually appointed by the two (2) representatives. The State Board of Arbitration and Conciliation may also conduct such proceedings if both parties so agree. Decisions from either the panel or the State Board of Arbitration and Conciliation shall be issued within ten (10) days of the termination of the arbitration proceedings.

4. The parties shall, in addition, use mediation and fact finding procedures in connection with the negotiation of a new Agreement whenever they mutually agree that such is appropriate.

**IN WITNESS WHEREOF**, the Corporation has caused this instrument to be signed on its behalf by its President hereunto duly authorized, and the Association has caused this instrument to be signed by its President hereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, ~~1997~~ **2002**

**WITNESSES:**

**PINE TREE LEGAL ASSISTANCE, INC.**

\_\_\_\_\_  
President, Board of Directors

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President, Association of Paralegals

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Council 93, AFSCME Representative



## APPENDIX A

### Wage Scale Description

Each employee shall be automatically promoted to the next level on employee's anniversary date unless employer shows good cause to the employee in writing twenty (20) days before anniversary why promotion is denied. Good cause will be related to performance of employee.

**Secretary 0:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., but has no previous secretarial experience.

**Secretary I:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least one (1) year of relevant experience.

**Secretary II:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least two (2) years of relevant experience

**Secretary III:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least three (3) years of relevant experience

**Secretary IV:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least four (4) years of relevant experience.

**Secretary V:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least five (5) years of relevant experience.

**Secretary VI:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least six (6) years of relevant experience.

**Secretary VII:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least seven (7) years of relevant experience.

**Secretary VIII:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least eight (8) years of relevant experience.

**Secretary IX:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least nine (9) years of relevant experience.

**Secretary X:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least ten (10) years of relevant experience.

**Secretary XI:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least eleven (11) years of relevant experience.

**Secretary XII:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least twelve (12) years of relevant experience.

**Secretary XIII:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least thirteen (13) years of relevant experience.

**Secretary XIV:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least fourteen (14) years of relevant experience.

**Secretary XV:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least fifteen (15) years of relevant experience.

**Secretary XVI:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least Sixteen(16) years of relevant experience.

**Secretary XVII:** Performs secretarial functions such as typing, filing, dictaphone, telephone, etc., and has at least seventeen (17) years of relevant experience.

**Paralegal O:** Performs normal investigative and/or paralegal functions with close supervision. No previous experience is required.

**Paralegal I:** Performs normal investigative and/or paralegal functions, and has at least one (1) year of relevant experience.

**Paralegal II:** Performs normal investigative and/or paralegal functions and has at least two (2) years of relevant experience;

**Paralegal III:** Performs normal investigative and/or paralegal functions and has at least three (3) years of relevant experience,

**Paralegal IV:** Performs normal investigative and/or paralegal functions and has at least four (4) years of relevant experience,

**Paralegal V:** Performs normal investigative and/or paralegal functions and has at least five (5) years of relevant experience,

**Paralegal VI:** Performs normal investigative and/or paralegal functions and has at last six (6) years of relevant experience,

**Paralegal VII:** Performs normal investigative and/or paralegal functions and has at least seven (7) years of relevant experience,

**Paralegal VIII:** Performs normal investigative and/or paralegal functions and has at least eight (8) years of relevant experience,

**Paralegal IX:** Performs normal investigative and/or paralegal functions and has at least nine (9) years of relevant experience,

**Paralegal X:** Performs normal investigative and/or paralegal functions and has at least ten (10) years of relevant experience,

**Paralegal XI:** Performs normal investigative and/or paralegal functions and has at least eleven (11) years of relevant experience,

**Paralegal XII:** Performs normal investigative and/or paralegal functions and has at least twelve (12) years of relevant experience,

**Paralegal XIII:** Performs normal investigative and/or paralegal functions and has at least thirteen (13) years of relevant experience,

**Paralegal XIV:** Performs normal investigative and/or paralegal functions and has at least fourteen (14) years of relevant experience,

**Paralegal XV:** Performs normal investigative and/or paralegal functions and has at least fifteen (15) years of relevant experience.

**Paralegal XVI:** Performs normal investigative and/or paralegal functions and has at least sixteen (16) years of relevant experience.

**Paralegal XVII:** Performs normal investigative and/or paralegal functions and has at least seventeen (17) years of relevant experience.

**APPENDIX B**  
**PARALEGAL SALARY SCALE**  
**January 1, 2000-December 31, 2001**

<u>Step</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Paralegal 0	17,591	18,000	19,000
Paralegal 1	18,671	19,000	20,000
Paralegal 2	19,671	20,000	21,000
Paralegal 3	20,671	21,000	22,000
Paralegal 4	21,671	22,000	23,000
Paralegal 5	22,671	23,000	24,000
Paralegal 6	23,671	24,000	25,000
Paralegal 7	24,671	25,000	26,000
Paralegal 8	25,671	26,000	27,000
Paralegal 9	26,671	27,000	28,000
Paralegal 10	27,671	28,000	29,000
Paralegal 11	28,671	29,000	30,000
Paralegal 12	29,671	30,000	31,000
Paralegal 13	30,671	31,000	32,000
Paralegal 14	31,671	32,000	33,000
Paralegal 15	32,671	33,000	34,000
Paralegal 16	33,671	34,000	35,000
Paralegal 17	34,671	35,000	36,000
Paralegal 18			37,000

## SECRETARIAL SALARY SCALES

January 1, 2000 - December 31, 2002

<u>Step</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Secretary 0	16,587	17,000	18,000
Secretary 1	17,667	18,000	19,000
Secretary 2	18,667	19,000	20,000
Secretary 3	19,667	20,000	21,000
Secretary 4	20,667	21,000	22,000
Secretary 5	21,667	22,000	23,000
Secretary 6	22,667	23,000	24,000
Secretary 7	23,667	24,000	25,000
Secretary 8	24,667	25,000	26,000
Secretary 9	25,667	26,000	27,000
Secretary 10	26,667	27,000	28,000
Secretary 11	27,667	28,000	29,000
Secretary 12	28,667	29,000	30,000
Secretary 13	29,667	30,000	31,000
Secretary 14	30,667	31,000	32,000
Secretary 15	31,667	32,000	33,000
Secretary 16	32,667	33,000	34,000
Secretary 17	33,667	34,000	35,000
Secretary 18			36,000

**SIDE LETTER 1**

The parties hereto agree that the Union may reopen this contract for the purpose of considering a change to compensation or benefits in the event that Pine Tree realizes a ten percent increase in annualized funding from the Legal Services Corporation, IOLTA, State of Maine and the Maine Civil Legal Services Fund for its operations from one calendar year to the next.

DATED: \_\_\_\_\_

PINE TREE LEGAL ASSISTANCE  
ASSOCIATION OF PARALEGALS

BY:

PINE TREE LEGAL ASSISTANCE, INC.

BY:

**SIDE LETTER 2**

The parties hereto agree that specific job duties and responsibilities for secretaries and paralegals employed at Pine Tree Legal Assistance may vary, depending on the needs of the specific office or project in which the employee works. The parties agree to work together to develop updated job descriptions for all employees during the term of this Contract.

Notwithstanding that fact, the parties are committed to the important principle of transferability under Article 9.

DATED: \_\_\_\_\_

PINE TREE LEGAL ASSISTANCE  
ASSOCIATION OF PARALEGALS

BY: \_\_\_\_\_

PINE TREE LEGAL ASSISTANCE, INC.

BY: \_\_\_\_\_

**ASSIGNMENT AND AUTHORIZATION ASSIGNMENT AND AUTHORIZATION ASSIGNMENT  
AND AUTHORIZATION ASSIGNMENT AND AUTHORIZATION**

**TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

I hereby assign to the Association and authorize the Corporation to deduct from any salary earned or to be earned by me as his employee, the amount of \$5.08 per week or such amount as may be certified by the Treasurer of the Association, to be paid to the Treasurer of Council 93 for each calendar week following the date of this assignment. I further authorize the Corporation to remit the amount deducted to the Treasurer of Council 93 not later than the 20th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the Collective Bargaining Agreement between yourself and the Association, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the Corporation and the Association, whichever period shall be shorter unless written notice of its revocation is given by me to the Corporation and to the Association by registered mail not more than thirty (30) days prior to the expiration of this Agreement. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Director receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Association membership dues.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature



**ASSIGNMENT AND AUTHORIZATION**  
**ASSIGNMENT AND AUTHORIZATION**  
**ASSIGNMENT AND AUTHORIZATION**  
**ASSIGNMENT AND AUTHORIZATION**

**TO DEDUCT AGENCY FEE**

In recognition of services provided to me by the Association I hereby assign to the Association and authorize the Corporation to deduct from any salary earned or to be earned by me as his employee, the amount of \$5.08 per week or such amount as may be certified by the Treasurer of the Association, to be paid to the Treasurer of Council 93 for each calendar week following the date of this assignment. I further authorize the Corporation to remit the amount deducted to the Treasurer of Council 93 not later than the 20th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the Collective Bargaining Agreement between yourself and the Association, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between the Corporation and the Association, whichever period shall be shorter unless written notice of its revocation is given by me to the Corporation and to the Association by registered mail not more than thirty (30) days prior to the expiration of the agreement. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Director receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to an Agency fee deduction.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature



# 2001 Map of Legal Services

## Statewide Organizations:

Pine Tree/VLP  
 Legal Services for the Elderly  
 Maine Equal Justice Project  
 Immigrant Legal Advocacy Project AROOSTOOK  
 Maine Disability Rights Center

## Local Projects:

Cumberland Legal Aid Clinic  
 Penquis CAP Family Law Project  
 Battered Women's Project  
 The Next Step  
 Caring Unlimited

Presque  
 Isle

Pine Tree Legal  
 Legal Services for the Elderly  
 Battered Women's Project

Somerset

Piscataquis

Penobscot

Franklin

Washington

Penquis CAP  
 LSE  
 Pine Tree Legal

Oxford

Bangor

Machias Pine Tree Legal

Hancock Next Step  
 Ellsworth

Kennebec

Waldo

Augusta

Knox

Andros

Rockland  
 Pine Tree Legal

Lewiston

Sag.

Lincoln

Cumberland

LSE  
 Pine Tree Legal

Portland

Caring Unlimited

Pine Tree Legal  
 Legal Services for the Elderly  
 Cumberland Legal Aid Clinic  
 Immigrant Legal Advocacy Project

Sanford  
 York

In Augusta,  
 Pine Tree Legal  
 LSE  
 Maine Equal Justice Project  
 ME Disability Rights Ctr

## **CHRONOLOGY OF LEGAL SERVICE PROVIDERS IN MAINE**

- Pre-1967** Free legal services are provided on an *ad hoc* basis by private attorneys around the State
- 1967** With funding from OEO, Pine Tree Legal Assistance begins operations with 8 offices around the State (Portland, Augusta, Lewiston, Skowhegan, Rockland, Bangor, Calais and Presque Isle).
- 1971** Cumberland Legal Aid Clinic opens at the Law School in Portland.
- 1974** Legal Services for the Elderly begins operations, primarily housed in local area agencies on aging around the State.
- 1977** Local domestic violence advocacy organizations begin operations around the State and a statewide coalition office is formed in Bangor. Maine Advocacy Services (now, ME Disability rights Center) is formed as Maine's statewide "advocacy and protection agency" for people with disabilities.
- 1981-2** Reagan cuts to legal services reduce Pine Tree staff by 33% and include new mandates to involve the private bar in legal services delivery.
- 1983** Volunteer Lawyers Project is formed as a joint project of Pine Tree Legal Assistance and the newly established Maine Bar Foundation.
- 1990** Report of the Maine Commission on Legal Needs is issued
- 1995** "Contract with America" cuts to legal services funding and new restrictions on the work that LSC providers can do.  
\*Penquis CAP receives funding for a Family Law Project
- 1996** Maine Equal Justice Projects and Maine Equal Justice Partners are formed to handle legal proceedings previously done by Pine Tree Legal Assistance. Offices in Augusta.
- 1998** Immigrant Legal Advocacy Project begins operations
- 2001** 3 domestic violence projects receive federal funding to provide civil legal assistance to victims of domestic violence

**LSC STATE PLAN FOR MAINE**  
**July 2002**

**TO WHAT EXTENT HAS A COMPREHENSIVE, INTEGRATED AND CLIENT-CENTERED LEGAL SERVICES DELIVERY SYSTEM BEEN ACHIEVED IN MAINE?**

**1) What are the important issues that impact upon low income people within your State? How is your state responding to those issues?**

As is the case for low-income people around the country, the single most important issue facing Maine's low-income population is the lack of available resources providing high quality legal services responsive to their legal needs. Maine's legal service community was significantly impacted by funding cutbacks in the early and mid-1990's that led to staffing reductions among the provider community around the State. While some new funding sources have been created for general legal services, and new grant sources have been identified for certain case types or client communities, the level of services for general legal problems is still below 1990 levels. Given that the 1990 Legal Needs Report indicated that services were only meeting 20% of the need at that time, one can infer that Maine services remain available to only a fraction of the people who could benefit from that access.

Because of this lack of staffing resources, Maine has pursued a number of strategies to encourage improvements in the justice system that will address the needs of low-income individuals. Maine has been in the forefront of initiatives to support self-represented litigations in understanding their legal rights and participating in legal proceedings from a more informed standpoint. These initiatives stem from creating of a Family Division for family law proceedings to innovations in service delivery and use of technology to support better understanding of the laws to the "unbundling" of legal services for all attorneys as a way to provide better access to lawyers for people of limited means.

The Justice Action Group (JAG) was first convened in 1995 by then-Chief Justice Daniel Wathen in response to the federal funding crises of the mid-1990's. The JAG has since evolved into the statewide access to justice entity that provides leadership and coordination for the planning and delivery of civil legal assistance and functions as a public voice for the legal services community. JAG is currently chaired by First Circuit Court of Appeals Judge Kermit Lipez. Its Vice Chair is Maine Supreme Judicial Court Justice Howard Dana, a former member of the LSC Board of Directors. JAG membership consists of representatives from: the state legislature, the judiciary, the executive branch, the Maine State Bar Association, the Maine Bar Foundation, the Maine Civil Legal Services Fund Commission, Pine Tree Legal Assistance, Volunteer Lawyers Project, Legal Services for the Elderly, Maine Equal Justice Project/Partners, and the University of Maine School of Law.

JAG's work will be described in greater detail throughout this report. It is important now to note that JAG has made increased funding for legal services its top priority in the coming year. JAG recently appointed a Resource Development Planning Committee chaired by Robert Echols, SPAN Coordinator, to investigate the current fundraising efforts of the providers and to report on how JAG could best assist the providers in obtaining and/or maximizing available resources. This report of the Resource Development Planning Committee included the following conclusions and recommendations:

- For a state with a relatively low per capita income, Maine has been very effective in developing resources for civil legal aid. Nevertheless, the level of resources currently available falls far short of what would be necessary to meet the full need for services.
- The current differences in funding levels among the states for civil legal assistance are largely attributable to differences in the various categories of state funding—appropriations, IOLTA, funds from court filing fee surcharges and fines, and state grants and contracts. If Maine is to achieve a substantial increase in funding, it is most likely to occur through an increase in state funding. Similarly, if state funding were to be cut, the result would be devastating. Even if the time is not ripe for an immediate legislative effort to obtain additional funding, a long-term strategy to increase state funding should be developed.
- A communications strategy should be part of—indeed the basis of—a long-term strategy to increase state funding. Increasing understanding among legislators, other state officials, opinion-leaders, and the public in general of the level of need for civil legal aid and the importance of the work our providers do will help build support for state funding. It will also build support for non-governmental fundraising. Priority should be given to educating legislators, funders, and key opinion-leaders.
- Resource development efforts would benefit from increased input from people who have not been involved to date, but who may have creative new ideas, valuable new perspectives, or a different set of contacts.

JAG is currently implementing the recommendations the Resource Development Planning Committee including the development of a long-term legislative strategy to increase state funding and a communications strategy to highlight the work of the providers. Both of these efforts will be discussed in greater detail later in this report.

## **2) What are the components of the delivery system?**

There are five main providers of legal services in Maine: Pine Tree Legal Assistance, Legal Services for the Elderly, Cumberland Legal Aid Clinic, Maine Equal Justice

Partners & Project and the Immigrant Legal Advocacy Project. In addition, the Volunteers Lawyers Project is the primary *pro bono* program in Maine.

### **Pine Tree Legal Assistance**

Since its doors first opened in 1967, Pine Tree has provided free, high quality legal services to thousands of Maine residents with civil legal problems. Pine Tree services are primarily limited to poor Mainers, generally those individuals whose household incomes are at or below 125% of the federal poverty guidelines. (Special grants allow some services to individuals living above the 125% poverty guidelines, including victims of domestic violence.) Because its resources have never been sufficient to meet the volume of demand for assistance by eligible clients with serious civil legal problems, Pine Tree prioritizes its services according to several important goals:

- Maintaining, enhancing and protecting income and economic security for low-income Mainers;
- Preservation of housing and related needs;
- Promoting the safety, stability and well-being of low-income Mainers;
- Improving outcomes for children;
- Meeting the legal needs of populations with special vulnerabilities;
- Improving the delivery of legal services and access to justice for low-income Mainers statewide;

Pine Tree maintains four primary field offices in Portland, Augusta, Bangor and Presque Isle, as well as three smaller offices in Lewiston, Rockland and Machias. Pine Tree operates special statewide units for services to Native Americans and migrant farmworkers from its location in Bangor. Pine Tree also staffs and provides substantial funding for the Volunteer Lawyers Project (VLP), which organizes the *pro bono* contributions of private attorneys to expand upon the legal services available from Pine Tree staff.

Pine Tree relies on its web site, at <http://www.ptla.org>, to provide substantial information to the general public and to low-income individuals about their legal rights. In 2001, the Pine Tree web site was visited 315,845 times (almost twice as often as in 2000), and roughly ten times as many "hits" were recorded on the website during the year. There were more than 100,000 of our client education and self-help articles downloaded and more than 200,000 of our court and other legal forms, most of them interactive so they could be filled out on line. These statistics continue to show very substantial growth in access to Pine Tree's website materials as more and more clients gain access to and familiarity with the Internet.

In October, Pine Tree launched its new HelpMeLaw website (<http://www.helpmelaw.org>) which offers a client portal to information from all the

Maine legal services providers as well as relevant state and federal agencies, and social service agencies. The central feature of the HelpMeLaw site is its "smart" search engine which not only provides more traditional search results for legal information, but also directs users to related information, to legal help for their particular problem, and to social services agencies that might help with the problem.

### **Legal Services for the Elderly**

Maine seniors relied on Legal Services for the Elderly for representation, assistance, and information on a broad range of legal problems and questions, including:

- Physical Abuse
- Financial Exploitation
- Medicare and Social Security
- Nursing Home Eligibility and other Long Term Care matters
- Medicaid, Food Stamps, Prescription Drugs, HEAP, and other public assistance programs
- Consumer Fraud
- Debt Collection
- Housing
- Other civil matters
- Financial and health care powers of attorney.

LSE reaches thousands of needy seniors, their family members, and caregivers by providing the following services:

- Extended representation through its staff attorneys in Area Offices in Area Offices in Augusta, Bangor, Lewiston, Portland and Presque Isle
- Brief services, advice and counsel, and health insurance information through the Hotline; and community educational presentations. The Hotline gives every need elderly Mainer with access to a phone the ability to call toll free and speak directly with a live attorney or paralegal. The Hotline is also a very effective referral services for those cases that LSE cannot take. The Hotline also has its own Reduced Fee Panel of private bar attorneys to help elderly Mainers whose income is between 125% and 200% of poverty.
- In addition, many thousands of Mainers were able to get up-to-date and accurate information on LSE's website (<http://www.mainelse.org/>) on such topics as Health Care Decisions, Medicare and Medicaid, Probate and Wills, and Elder Abuse.

### **Cumberland Legal Aid Clinic**

Established in 1969, the Clinic is run by the University of Maine School of Law and provides legal services to low-income individuals in Maine. It is staffed by third year law



students specially licensed under the Rules of Court to practice under faculty supervisors who are experienced members of the Maine Bar. The Clinic's mission is two-fold: educating law students through an intense, high-quality clinical and mentoring experience while providing pro bono legal services to indigent Maine citizens.

The Clinic represents low-income individuals at the trial and appellate level in Cumberland, York, Androscoggin, Southern Oxford and Sagadahoc Counties as well as before state agencies in Augusta. The Clinic handles civil and criminal cases, including family matters, consumer cases, debt collection, benefits cases, criminal and traffic defense, and a variety of other civil matters.

The Clinic staff conducts the initial screening of clients to determine eligibility; the student attorneys complete the intake process. Because the Clinic is not able to help all eligible individuals, other considerations in accepting the case are:

- client need
- the availability of a student attorney
- the availability of alternate sources of legal services or assistance
- the Clinic's ability to provide quality representation
- the amount of Clinic resources required to represent the client in the matter
- the educational value of the case.

The Clinic's income guidelines are essentially 125% of the federal poverty guidelines, although the faculty supervisor may exercise discretion to take on a client whose income is slightly over that level after consideration of the factors above

### **Maine Equal Justice Partners and Maine Equal Justice Project**

The **Maine Equal Justice Partners** and the **Maine Equal Justice Project** are dedicated to providing low-income Maine people the legal representation they need to have an effective voice on systemic issues affecting their lives. Both organizations focus on people's basic needs: housing, food, utilities, source of income, health care, child care, education and training, and working conditions. The **Partners** provides legal representation in litigation and in administrative proceedings that will have a system-wide impact. The **Project** represents low-income people in the Legislature. Their staff are committed to reaching out to low income groups to provide education on topics important to them.

MEJP works to ensure that programs administering to such needs operate fairly and with due process of law, that Maine's low-income population have access to them, and that low income people are adequately informed on programs as they evolve and change. In much of their work, MEJP represents the Maine Association of Interdependent Neighborhoods (*MAIN*), a statewide coalition of low-income individuals and organizations consisting of low-income individuals which collectively represents over

10,000 people. MEJP provides these free civil legal services to Maine people with income below 150% of the federal poverty guide.

MEJP has three main components of service delivery: impact litigation, rulemaking proceedings and other administrative advocacy, and the provision of client education materials and training.

### **Immigrant Legal Advocacy Project**

The Immigrant Legal Advocacy Project (ILAP) seeks to advocate for and to improve the status and well-being of Maine's low-income non-citizens and their families by providing affordable legal services, and by educating and working with service providers, policy makers, and the public concerning legal issues unique to non-citizens. ILAP provides the following services:

- Education and outreach to immigrant community groups and service providers about immigration issues
- Attorney consultations and INS application assistance for low-income persons who need immigration information or help to properly complete and document various immigration applications. Currently, consultations cost \$10 per 1/2 hour. Low fees are charged for application assistance, and vary by type of application.
- Training for service providers about immigration issues relevant to the clients they serve.
- ILAP website answers frequently asked immigration questions and provides updates in immigration law and other issues important to non-citizens in Maine.

**3) Has this system created mechanisms to assess its performance in relationship to commonly-accepted external guides such as the ABA Standards for Providers of Legal Services to the Poor, the LSC Performance Criteria or some other set of objective criteria? What is the protocol for undertaking system performance review and when was a review last taken?**

Pine Tree Legal Assistance adopted "Standards of Performance" for its legal work in 1994, modeled closely on the ABA Standards for Providers of Civil Legal Services to the Poor." Those Standards are available online at <http://www.ptla.org/staff/standard.htm>. Internal program discussions have suggested the need to revisit the Standards in order to reflect changes within the organization in the past 8 years and to engage the many new staff people at Pine Tree in a comprehensive discussion of the Standards. This effort should be completed by Fall. Pine Tree also relies on a number of other mechanisms to gauge performance of its staff and the quality of its legal work, including case reviews by experienced attorneys, informal and formal mentoring and supervision systems and periodic feedback from Court members and the private bar. The detailed staff evaluation forms also reflect the specific components of these Standards of Performance. Pine Tree staff are also subject to some specific grant requirements that address the quality of legal

work and overall performance, including specific outcome measures for a domestic violence project funded through United Way, and evaluations presently being conducted for several technology projects. Perhaps most importantly, the Pine Tree Board of Directors has taken a leadership role in assessing internal program services and performance, both through review of case service statistics and general services and by soliciting staff input and presentations to address legal services made available from Pine Tree offices and projects.

The last comprehensive review of all Pine Tree services around the State was conducted in 1994 in connection with a six-person peer review team composed of legal service advocates from around the United States with support from LSC. (Unfortunately, LSC peer reviews of this type have not been funded since the major cutbacks in funding in 1996.) More recent program reviews have been focused on particular services or particular grant streams. In 1998, Pine Tree used an outside evaluator to assess the effectiveness of its client education materials, using the results of that written evaluation to improve its approach in a range of self-help services. Low-income individuals are periodically convened as a "focus group" to provide feedback and assessment on comparable services, including many of Pine Tree's web-based initiatives. Current performance reviews include an evaluation of Pine Tree's Low-Income Taxpayer Clinic on April 25<sup>th</sup> by a staff representative from the national LITC office and an evaluation of Pine Tree's domestic violence advocacy services that receive DOJ funding that will be completed over the summer.

The Volunteer Lawyers Project has followed the ABA Standards for Pro Bono Providers rather than adopting a separate internal standard. The VLP was last subject to a comprehensive review of its services by an ABA Pro Bono team in the early 1990's. However, the VLP also used an outside facilitator/evaluator in developing a strategic plan for its operations in 1998, a plan that addresses many aspects of program performance and which continues to impact on VLP services to the present time. The Maine Bar Foundation's VLP Advisory Committee also functions as a source of input and comment on VLP operations.

**4) Does your statewide system work to ensure the availability of equitable legal assistance capacities to clients—regardless of who the clients are, where the clients reside or the languages they speak? How does your system ensure that clients have equitable access to necessary assistance including self-help, legal education, advice, brief and representation in all relevant forums? Please describe what steps you anticipate taking to ensure equitable access in the coming years.**

Maine has many unique challenges given the size of the state and the relatively few population centers. Following the funding cuts in the mid 1990's, providers were forced to cut back on services in the more remote parts of the state. Due to new sources of

funding, providers have endeavored to restore access to services. Examples of these activities include:

#### **Down East Maine**

- Pine Tree has added a full-time attorney position to the Machias office of Pine Tree Legal Assistance, the only local legal services office in the County with Maine's highest *per capita* poverty rates.
- Legal Services for the Elderly has re-established regular outreach in Machias.

#### **MidCoast Maine**

- Pine Tree has opened an office in Rockland from which a full-time attorney and paralegal work in providing services to victims of domestic violence in a three county area of coastal Maine.

#### **Western & Southern Maine**

- Legal Services for the Elderly has opened a Lewiston office, and filled a much-needed second attorney position in Southern Maine.
- Pine Tree reopened its Lewiston office with a full-time paralegal and two part-time attorneys who share daily coverage for local clients..
- The Cumberland Legal Aid Clinic has expanded service to hundreds of people in Lewiston and South Paris in Protection from Abuse cases.
- The Clinic has also worked with the Abused Women's Advocacy Project in Lewiston and South Paris to provide paperwork assistance and *brief advice* on a walk-in basis in Lewiston.

Pine Tree relies on a network of seven offices around the State to provide local access to its services for low-income individuals, based on experience that suggests that many Maine people prefer a local presence and local "face" when seeking help with very personal legal problems. For this reason, the network has actually been expanded in the past three years from four offices and two outreach sites to seven offices. While some of the newer offices and outreach sites are only staffed with one attorney and one paralegal, Pine Tree's sophisticated technology systems provide significant support to those small offices and have made the lower staffing numbers feasible from a quality and supervision standpoint. Intake is provided at all the local offices both by telephone and in person; the VLP and the Native American/Farmworker Units also offer toll-free access to their services by phone. Pine Tree and the VLP also maintain relationships with many organizations to channel appropriate cases directly to their offices. Finally, Maine's legal service providers are all participants in a statewide "seamless access network" for telephone requests for service, using Centrex and other phone services to immediately transfer any caller to the "right" provider for assistance.

Concern regarding access barriers confronted by individuals with limited English proficiency and members of the Deaf community have prompted additional efforts at Pine Tree and the VLP. Both organizations rely on Language Line to provide immediate assistance to callers who do not speak English as a first language. Usage rates confirm both the importance of this resource for LEP clients, and the increased costs associated with eliminating this barrier to access, for monthly bills average \$900 - \$1,000. Pine Tree and VLP also utilize local in-person interpreters for these cases where necessary, using contracts with local translating/interpreting services. Pine Tree offices and the VLP provide services to Deaf clients via TTY phone services, and use of American Sign Language interpreters on a contractual basis. The videoconferencing system in place at all PTLA and VLP offices also permits video transmission of ASL interpretation between the statewide headquarters of the Pine Tree Society (the primary referral source for ASL interpreters) and PTLA or VLP offices around the State.

All of the providers have placed increasing emphasis on web-based tools as a way to provide people around the State with immediate access to legal information, detailed "how to" strategies and other problem-solving techniques, and interactive court forms for family law proceedings. The most prominent example of this is the launch of Pine Tree's new HelpMeLaw website (<<http://www.helpmelaw.org>>) which offers a client portal to information from all the Maine legal services providers as well as relevant state and federal agencies, and social service agencies. The central feature of the HelpMeLaw site is its "smart" search engine which not only provides more traditional search results for legal information, but also directs users to related information, to legal help for their particular problem, and to social services agencies that might help with the problem.

Information about Pine Tree services is available in seven languages on its home page ([www.ptla.org](http://www.ptla.org)) and many of the most popular legal education materials have been translated into at least one other language. (Pine Tree's commitment to bilingual outreach on its website was recently commended as a "best practice" by the National LEP Advocacy Task Force, which maintains a listserv to which several PTLA advocates are subscribed.) Annual editions of Farmworker News are always produced in both Spanish and English, given the dominance of Spanish-speaking migrant farmworkers in Maine. Pine Tree's website and the companion website at [www.helpmelaw.org](http://www.helpmelaw.org) are also "bobby-approved," signalling their user-friendliness to individuals with disabilities.

Legal Services for the Elderly has also created multilingual information about its services on the home page of its website at [www.mainelse.org](http://www.mainelse.org).

**5) How does the legal service delivery system employ technology to provide increased access and enhanced services to clients throughout the State? What technological initiatives are currently underway and how will they support the integrated statewide delivery system?**

As a rural state with limited staff resources, Maine has increasingly turned to technology

applications to expand the scope of its services. Past TIG grants have effectively served to leverage client access to Pine Tree services, through the 2000 TIG website project at HelpMeLaw.org and, in 2001, via a unique videoconferencing partnership with Maine Telemedicine Services to enhance client access at medical facilities around the State. Successful technology grants from the TOP program at the US Department of Commerce and from Maine's IOLTA foundation have had similar project purposes.

While access to services is a fundamental requirement, the **quality of services** must also remain high. Pine Tree recently submitted a new 2002 TIG grant that is designed to address quality issues in three important areas: (1) the ability of self-represented litigants to effectively complete court pleadings and forms; (2) the ability of staff to utilize "best practices" in internal documents and pleadings; and (3) the overall orientation and training of staff in a job environment that now presumes frequent turnover and regulatory change.

**(1) The ability of self-represented litigants to effectively complete court pleadings and forms:** Pine Tree's websites contain an ever-growing library of interactive .pdf court forms and pleadings. The most popular forms related to family law proceedings, in which more than half of all litigants are proceeding on a *pro se* basis. Other forms include those appropriate for eviction defense and other landlord tenant problems, food stamp eligibility calculation, homestead exemption applications, and Small Claims Court. These interactive forms are one of the most frequently used features of the Pine Tree and HelpMeLaw websites: we estimate that at least 162,000 forms were downloaded in 2001.<sup>1</sup> The creation of public access terminals in Maine courthouses to provide litigants with access to the HelpMeLaw website (an aspect of the 2000 TOP grant) has created new customers and engaged Court clerks in an effort to make the website even more useful to self-represented litigants. One major drawback to the current website system flows from Acrobat Reader, the free software program used by most people to create the interactive forms, **as it will not allow partially completed forms to be saved and worked on again at a later date.** As the I-CAN project in California has demonstrated, an equally daunting barrier is created by the legal terminology and formatting unique to court forms and pleadings: many court users simply require more information in order to complete court forms appropriately. Fortunately, LexisNexis has developed a new version of HotDocs Online that works with .pdf files and can be programmed to address this need.

To exploit these features to full advantage, Pine Tree and the Maine Judicial Branch will develop a series of "client self-interviews" organized to correlate to the existing .pdf forms on the Maine websites. Litigant information will be elicited in a simple Q & A

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<sup>1</sup> In 2001, Pine Tree's website statistics program counted 234,437 .pdf files downloaded from the website. This includes some non-form .pdf documents and there is some indication that the figure may not be precisely accurate. For these reasons we have made a very conservative estimate of form downloads based on 1<sup>st</sup> Quarter statistics. This includes both interactive forms and non-interactive forms that need to be prepared by hand or typewriter.

format posted on the websites. In much the way that TurboTax and other programs elicit information to complete federal tax forms, litigant responses to these simple questions will then be utilized to populate the appropriate fields in the .pdf court documents housed on the HelpMeLaw and Pine Tree websites.

**(2) The ability of staff to utilize “best practices” in internal documents and pleadings:** Pine Tree Legal Assistance, and virtually all legal services providers in the state of Maine share a common case management system – Practice Manager, which was funded primarily through a series of technology grants from the State’s IOLTA funder, the Maine Bar Foundation. To date, the case management software has been primarily utilized to record essential client information, track time and generate reports.

Since the major funding cutbacks of the early and mid-1990’s, virtually all legal documents are generated by advocates individually, without secretarial assistance. While more experienced advocates have created files in Word of frequently used pleadings and correspondence, over half of Pine Tree’s staff attorneys are working in their first professional job and they are dependent on others to model the “best practice” pleadings and letters. Staff lack an efficient, simple mechanism by which they can reproduce standard documents and pleadings with the information specific to their individual client. As a result, the Pine Tree Attorneys’ Union has prioritized document assembly as one of the most important enhancements to legal practice at Pine Tree.

Practice Manager includes a native document assembly tool as part of its basic software. However, Practice Manager is also built so that it can be fully integrated with HotDocs, which offers a more robust document assembly package. Moreover, by coupling this effort with the HotDocs project focused on self-represented litigants, significant economies of scale can be achieved with programming time. Working with the model pleadings and letters that have been refined over years of usage by experienced Pine Tree attorneys, programmers will assemble a library of model pleadings and letters for use by all Practice Manager users and accessible on everyone’s desktop. Any staff person can then assemble case-specific client opening and closing letters, complex and simple court pleadings and other legal documents with just a few keystrokes, simultaneously realizing both high quality workmanship and efficiency.

Both the Maine and Ohio projects involving the use of HotDocs will allow the same data to be used to populate multiple forms, and will allow data to be saved for future use and modification. The HotDocs Online will be housed initially on the Chicago Kent School of Law web server, but after development, transported to its own server, which will be made available to other open-source statewide websites, and others, as requested and as capacity allows.

**(3) The overall orientation and training of staff in a job environment that now presumes frequent turnover and regulatory change:** Pine Tree once was an organization dominated by staff with 10 - 20 years experience. Today, more than half of

all employees have joined the program in the past five years. Of its twenty staff attorneys, a total of 17 have joined the program in the past five years and Pine Tree is a “first job” for eight of that number. This daunting orientation and training situation is compounded by the range and complexity of the LSC requirements with which all Pine Tree employees must become familiar, as well as the other funder requirements that are associated with Pine Tree’s 20+ separate funding sources. The presence of staff in seven locations around the State and the lack of supervisory resources exacerbate this problem even further.

To meet this need, Pine Tree proposes the creation of a Distance Learning Center accessible to individual employees around the State. This Center will provide a “virtual learning environment” [VLE] that supports a wide variety of media (including interactive documents, digital audio and video, and online tutorials) and learning styles. With relatively modest investments in additional laptops and a file server to house this information, the Center would take full advantage of Pine Tree’s existing investment in technology, including its videoconferencing system, wide area network, digital video technology and software. It also would leverage the special expertise of Pine Tree’s two ITC staff, Chuck Henegar and Laura Henderson, whose resumes are provided in the Appendix. The Distance Learning Center curriculum will address internal programs and policies, LSC requirements, use of program systems (phones, email, case management software, videoconferencing), and effective work within the Maine legal community. (A detailed list of proposed training modules is provided in the Appendix.) The project will also take advantage of practice-oriented training materials developed by the New England Regional Training Consortium, for which separate TIG funding is sought.

Of critical importance to the VLE is course-authoring/training-management software. While Pine Tree hopes to partner with the New England Regional Training Consortium to gain access to the WebCT software platform, Pine Tree will also utilize PowerTrain CMI 3.1 by Solution Providers, which offers the necessary functionality. The primary goal is to develop a coherent training system that is available statewide and can be delivered in a variety of ways to employees at their desks and in larger group settings in their local offices. As Pine Tree’s recent experience with technology training suggests, diverse learning styles must be addressed by such multi-faceted methods as one-to-one training, self-paced tutorials, one-to-many group training, and Pine Tree’s Citrix-based shadowing technology. Statewide delivery will be based on the digitizing of all training/orientation materials. Documents, video, audio, and tutorials will all be available via a browser-based implementation housed on a file server on the Pine Tree WAN (and accessible via Citrix to all legal service providers in the system.)

Important to the development of a training system are a self-evaluation component (so the individual learner can judge his or her competence within any area of training) and a method for supervisors to monitor their employees’ skill levels and training achievements. Essential to the training system will be the ability to integrate with other training systems and materials, making a broader range of training available seamlessly



to Pine Tree employees. Coordination of this project with the related TIG proposed by the New England Regional Training Consortium demonstrates one of the ways that integration can be achieved. The involvement of key bar leaders from Maine in the curriculum design and delivery is an equally important collaboration.

**6) How has the legal service delivery system expanded its resources to provide critical legal services to low income clients including hard to reach groups such as migrant farmworkers, Native Americans, the elderly, those with physical or mental disabilities, those confined to institutions, immigrants and the rural poor?**

Pine Tree operates special units to serve migrant farmworkers and Native Americans around the State from offices in Bangor. Specially trained and experienced staff utilize outreach, web-based tools and other services to augment a toll-free telephone intake number and regular newsletters which are targeted to these two client populations. Pine Tree's network of seven local offices around the State has been designed to provide meaningful local access to Maine's rural poor, based on experience which suggests that these clients are often mistrustful of statewide toll-free numbers and lack transportation reliable enough to reach more centrally located offices. The tiny staff of the Migrant Farmworker Unit based in Bangor visited over 110 different labor camps in 2001, traveling over 11,000 miles to meet with migrant workers involved in various agricultural activities (including blueberry, apple, broccoli, and vegetable harvests, tree-planting, and egg production.). The Unit also distributed approximately 1,500 copies of "Farmworker News/Noticias Compesinas," a Spanish/English client education newsletter which the Unit produces each year for farmworkers and distributed over 800 newsletters addressing the laws impacting on H-2A workers as part of a regional collaboration in New England.

Similarly the Native American Unit staff conducted regular outreach to all four tribes in Maine in 2001 on a quarterly basis, allowing Pine Tree to provide much more responsive services to low-income members of the Penobscot Indian Nation, Passamaquoddy Tribe, Houlton Band of Maliseets and Aroostook Band of Micmacs. The Unit also distributed over 3,000 issues of "Wabanaki Legal News" in two editions during the year.

The Legal Services for the Elderly's Hotline gives every needy elderly Mainer with access to a phone the ability to call toll free and speak directly with a live attorney or paralegal.

The Immigrant Legal Advocacy Project (ILAP) was launched in 1999 by Maine Equal Justice Partners, Inc. (MEJP) to address the growing need of low-income Maine residents and service providers to have access to information and legal assistance concerning immigration law and other issues that may relate to immigration status. Until MEJP initiated ILAP, Maine had never had an agency specializing in legal assistance concerning a broad range of immigration matters. In 2000, ILAP has spun off from MEJP to become an independent nonprofit corporation. While ILAP's services are still limited

due to funding constraints, ILAP provides outreach and education to immigrant community groups and service providers about immigration issues through presentations, materials and its website ([www.immigrantlegaladvocacy.org](http://www.immigrantlegaladvocacy.org))

**7) What steps have been implemented within the legal services delivery system and among client communities to identify and nurture new leaders? Do the existing leaders reflect the diversity within the state and within the client communities that your delivery system serves? Do your state's equal justice leaders reflect the gender, race, ethnic and economic concerns of important but sometimes overlooked groups within your state? Does the leadership provide opportunities for innovation and experimentation; does it support creative solutions to meet changing needs; are new ideas welcomed; are clients nurtured as leaders? Has the leadership been given sufficient authority and resources to implement needed changes?**

As contemplated by regulation, Pine Tree's 36 member Board of Directors includes 12 low-income individuals, many of whom have served for many years on the Board of Directors and who take a leadership role within the organization and in their own communities on issues facing poor people in Maine. Pine Tree's President, Judy Guay, is a low-income activist who has served on the Board for 20 years and who has also served on the Maine Commission on Legal Needs, the Dirigo Project and other justice-related projects around the State.

Leadership opportunities are often promoted through the Maine Association of Interdependent Neighborhoods, a low-income advocacy group which meets on a monthly basis and whose members include many low-income leaders from around the State, including representatives of Maine's Native American communities. MAIN advances a legislative agenda each year in partnership with the Maine Equal Justice Partners and works closely with State officials on administrative issues during the year.

Low-income individuals do not currently serve on JAG or its task forces. Neither JAG nor its Task Forces have recruited members in order to reflect particular client constituencies or demographic considerations. However, JAG convenes task forces made up of volunteers from the provider community, the bar, and other concerned constituencies to consider specific problems in the availability of civil legal services and to develop solutions to those problems. JAG endeavors to hear from as many voices as possible regarding access to justice issues and encourages new and innovative thinking. Provider input to the JAG comes through the Advisory Committee of Providers, consisting of staff representatives of providers, the State Bar Association, and the Bar Foundation. JAG currently has six active task forces—the Task Force for the Self-Represented, the Resource Sharing Task Force, the Administrative Law Task Force, the Legislative Task Force, the Communications Task Force and the Coordinated Access Task Force.

**8) What do you envision will be your next steps to achieve a client-centered integrated and comprehensive delivery system within your state or territory? How will clients be actively involved in the determination of these next steps?**

Providers have worked together on a number of projects to achieve a statewide, integrated delivery system. Some highlights of their work include:

- Creation of a “seamless web” of assistance for low-income and needy elderly clients, whereby callers calling the “incorrect” provider can be transferred to the correct provider.
- The providers adopted a standardized case management program that will allow accurate reporting of client service statistics, building on the use of the providers’ shared “information technology coordinator.”
- The providers pooled information regarding the unmet legal needs of low-income and disadvantaged Mainers in order to maximize the assistance to the most vulnerable groups without duplicating services;
- The providers continue to schedule joint trainings that promote the provision of high quality services and take advantage of in-house experts around the state or minimize expenses by sharing the cost of outside trainers;

Providers continue to work together on a number of projects through the Task Forces of the Justice Action Group. As noted in the beginning of this report, the most important new project for JAG is enhancing the resource development efforts of the civil legal services providers in Maine. The JAG Resource Development Planning Committee recently submitted its report documenting the current fundraising efforts of the civil legal services providers and recommending new approaches. The report recommends that one of the ways JAG can support the individual fundraising efforts of legal services providers is through the implementation of a communications strategy highlighting the work of legal aid.

This recommendation follows on the heels of work done by the National Legal Aid and Defender Association (NLADA) to develop a national public awareness campaign with funding from the Open Society Institute. The campaign is based on research done by Belden, Russonello and Stewart, a national marketing firm, which shows that there is widespread support for civil legal aid, but very low public understanding of the extent of the need and the existence of programs in the community to meet those needs. Eighty-nine percent of those surveyed agree that legal help for civil matters should be provided for low-income people. Over half of the public *strongly* supports the idea. Eighty-two percent of the public supports civil legal aid even when it is described as a government-funded program. This potential widespread support means that the civil legal aid community can employ a broad message to the American public. A clear majority in

every group (women, men, conservatives, liberals, young people, older people, low-income people, upper-income people, and minorities) supports the concept.

Perceived lack of need is a barrier to support, along with low visibility of civil legal aid programs. A very small percentage of people polled were aware of civil legal aid organizations in their community, and even fewer could name a particular program. The central communications goal, therefore, is to inform the public about these community-based programs.

JAG will use the messages that have been developed including prototype print advertisements, public service announcements, power point presentations, and training materials for use by legal aid providers and supporters in developing their skills as public advocates for legal aid. This communications strategy will be used to assist the legal service providers in both publicizing their work in the community and maximizing their resource development efforts by raising awareness of their services.

JAG's Legislative Task Force is also in the process of working with the Advisory Committee of Providers to develop a long-term strategy legislative strategy for obtaining more state funding. To date, JAG has not actively sought the input of clients of legal service providers. This is an issue that has been overlooked and should be addressed by JAG.

**9) What has been the greatest obstacle to achieving a statewide, integrated, client-centered delivery system and how was that obstacle overcome or, alternatively, how do you plan to overcome that obstacle?**

**10) Has any benefit-to-cost analysis been made in terms of creating a comprehensive, integrated and client-centered legal services delivery system in your state? If yes, what does your analysis show?**

**To what extent have intended outcomes of a comprehensive, integrated client-centered legal service delivery system been achieved including but not limited to service effectiveness/quality; efficiency; equity in terms of client access; greater involvement by members of the private bar in the legal lives of clients, and client-community empowerment?**

Areas of exploration include:

**1) In terms of the issues impacting upon low-income person within your state, what strategies have you designed to address these issues and how do you plan to measure your future success in addressing your objectives?**

- 2) Has the legal services delivery system expanded access and services through coordination with providers throughout the state? Can this be quantified?**
- 3) Has the quality of services provided by the legal services delivery system improved. How?**
- 4) Since 1998, has there been improvement in the relative equity of client access throughout the state for all low income clients regardless of who they are, where in the state they reside, what languages they speak, their race/gender/national origin, or the existence of other access barriers? How is this equity achieved?**
- 5) Since 1998, has there been improvement in the relative equity in terms of the availability of the full range of civil equal justice delivery capacities throughout the state? What mechanisms have been developed to ensure such relative equity is achieved and maintained? Since 1998, has there been improvement in the relative equity in the development and distribution of civil equal justice resources throughout the state? Are there areas of the state that suffer from a disproportionate lack of resources (funding as well as in-kind/pro bono)? If so, is there a strategy to overcome such inequities?**
- 6) Does this legal services delivery system operate efficiently? Are there areas of duplication?**
- 7) Has the system expanded the way it involves private lawyers in the delivery of essential services to low-income persons? Does the system effectively and efficiently use the private bar to deliver essential services to low-income people.**

Since 1995, JAG has been very active in the planning and coordination of legal services to indigent populations. These initiatives build on more than a decade of partnership among the bar, the courts, the legislature, and legal services providers. In 1990, the Commission on Legal Needs in Maine, chaired by former Senator Edmund Muskie, convened a series of hearings around the state and issued a report calling for increased resources for legal services and made a number of recommendations for improving access. Under the leadership of an implementation committee created in the wake of the report, over the next five years a number of steps were taken to increase and support pro bono participation in the delivery of civil legal assistance, support pro se litigants, increase IOLTA participation, and eliminate barriers to access. The state legislature also followed up on the report by creating the Commission on the Future of Maine's Courts, with a similarly broad composition. In response to its report, issued in 1993, a number of steps were taken by the courts to assist low-income and pro se litigants.

Among the most significant achievements resulting from these earlier Access to Justice initiatives were the following:

- A substantial increase in IOLTA rates at most major banks.
- Enactment of bipartisan legislation to increase court filing fees and fines to provide funding for legal services, through the Civil Legal Services Fund, overseen by a citizen Commission.
- Creation of the Maine Equal Justice Project, to provide representation of low-income people before the state legislature, and Maine Equal Justice Partners, a network of pro bono litigators willing to engage in administrative advocacy, class actions, and other broad systemic advocacy prohibited by LSC restrictions.
- Development and implementation, with substantial donated funding and in-kind donations, of a statewide technology plan, enabling the five major providers to computerize their operations fully and to improve their telephone systems dramatically.
- Establishment of a new public interest fellowship program named in honor of the JAG's first Chair, U.S. District Court Judge Frank Coffin, supported with funding by the twelve largest law firms in Portland.
- Creation of a new Family Division in the courts to handle family law matters and to be more responsive to the needs of pro se litigants, accompanied by simplification of court forms and hiring of a Volunteer Coordinator within the court system to promote the recruitment and training of volunteers to help pro se litigants.
- Development and implementation of an interfaced intake system allowing for immediate transfer of client calls between provider agencies
- Development and implementation of a shared case management system for all providers of legal services in the state.

More recently, the cooperation among stakeholders that marked these endeavors has led to some exciting new initiatives to improve and expand access to justice for low-income people.

JAG's Task Force for the Self-Represented has been very active over the last year "unbundling" lawyer services to better meet the needs of low-income clients. This discrete task representation is now permitted through changes in both the Maine Bar Rules and Maine Rules of Civil Procedure. The Task Force has also taken on several projects to educate the bar, the bench and the public about the issues facing self-represented litigants.

The Resource Sharing Task Force has been studying ways to create economies of scale for the providers. This has included the exploration of a possible rules change so that provider-represented litigants might reduce or eliminate indigency paper work. In addition, the Task Force is developing a rules change to allow attorneys licensed in other

states to practice in Maine if employed by a legal services provider for up to two years without taking a bar exam. It is believed that this rules changes will widen the pool of qualified applicants for positions with legal service providers and also will enable providers to apply for more short-term fellowship positions.

The Administrative Law Task Force has prepared a survey to be filled out by the heads of all state agencies. The goal of this survey is to determine what procedures are currently being used during administrative hearings at various agencies and ways to improve the processes. The Volunteers Lawyers Project has expanded client cost reimbursement, increasing access to legal services for low-income Mainers by assisting both *pro bono* attorneys and their clients.

Maine has been very fortunate to have such collaboration among the private bar, the providers, the judiciary and other interested parties.

**Are the best organizational and human resource management configurations and approaches being used?**

Areas of exploration include:

- 1) For calendar year 2001, what is the current configuration of programs (LSC and non-LSC) that deliver services to low-income clients—i.e., what are the components (size, areas of responsibility, governance) of the delivery system? What are the funding sources and levels for each of these components of the delivery system?**

**Pine Tree Legal Assistance (LSC funded)**

Pine Tree is a nonprofit corporation with 501(c)(3) status established in 1966 by private attorneys in Maine to meet the need for legal assistance by low-income residents. Over the past 32 years, Pine Tree has become a recognized part of the justice system in Maine, providing help to over 275,000 Maine people since its doors first opened.

Pine Tree is governed by a local Board of Directors, composed of attorneys, client representatives of various organizations and at large members. Many of the Board members have served for 10+ years on the Board, and they take a very active role in setting policy for the program.

In addition to the funding received from the Legal Services Corporation, Pine Tree has received an annual appropriation from the State of Maine, as well as funding through the IOLTA (interest on lawyers' trust accounts) program administered by the Maine Bar Foundation. Starting in 1998, Pine Tree also began receiving annual funding from the Maine Civil Legal Services Fund, a new program intended to support the restoration of services lost with federal cutbacks to the Legal Services Corporation in 1996. These three

funding sources are the primary sources of support for basic services provided statewide by Pine Tree.

Pine Tree's remaining funding comes from contracts, grants and other "soft money" sources which restrict the kinds of clients and cases which can be handled with that funding. Pine Tree receives a significant grant from the United Way of Greater Portland to do domestic violence work. These sources of funding fluctuate from year to year.

An increasing percentage of support for basic legal services comes from donations from private individuals, businesses and foundations to Pine Tree directly or through its share of the net proceeds of the annual Muskie Award Dinner.

### **Legal Services for the Elderly (Non-LSC funded)**

Maine seniors relied on Legal Services for the Elderly for representation, assistance, and information on a broad range of legal problems and questions, including:

- Physical Abuse
- Financial Exploitation
- Medicare and Social Security
- Nursing Home Eligibility and other Long Term Care matters
- Medicaid, Food Stamps, Prescription Drugs, HEAP, and other public assistance programs
- Consumer Fraud
- Debt Collection
- Housing
- Other civil matters
- Financial and health care powers of attorney.

LSE reached thousands of needy seniors, their family members, and caregivers by providing extended representation through its staff attorneys; brief services, advice and counsel, and health insurance information through the Hotline; and community educational presentations. In addition, many thousands of Mainers were able to get up-to-date and accurate information on LSE's website on such topics as Health Care Decisions, Medicare and Medicaid, Probate and Wills, and Elder Abuse.

LSE's funding includes the following:

- The Federal Administration on Aging, under the Older Americans Act
- The State of Maine
- The Bureau of Elder and Adult Services, Department of Human Services
- The Bureau of Medical Services, Department of Human Services
- The Aroostook Area Agency on Aging
- Senior Spectrum



- The Eastern Agency on Aging
- The Southern Maine Area Agency on Aging
- SeniorsPlus
- The Maine Bar Foundation
- United Way of Greater Portland
- Maine State Housing
- Verizon
- Banks and Lawyers who participate in Maine's IOLTA program
- attorneys who contribute to our annual attorney appeal
- individuals who make contributions to LSE

LSE is governed by a volunteer Board of Directors consisting of attorneys, elderly individuals and members of the community at large.

### **Maine Equal Justice Project/Partners (Non-LSC funded)**

The **Maine Equal Justice Partners** and the **Maine Equal Justice Project** are dedicated to providing low-income Maine people the legal representation they need to have an effective voice on systemic issues affecting their lives. Both organizations focus on people's basic needs: housing, food, utilities, source of income, health care, child care, education and training, and working conditions. The **Partners** provides legal representation in litigation and in administrative proceedings that will have a system-wide impact. The **Project** represents low income people in the Legislature. MEJP has three main components of service delivery: impact litigation, rulemaking proceedings and other administrative advocacy, and the provision of client education materials and training

MEJP has two boards -- the Partners and the Project. Each board consists of attorneys, non-profit community leaders whose organizations serve low income people and low-income people (or people who have been low income).

MEJP receives funding from the Maine Bar Foundation/IOLTA, the Maine Civil Legal Services Fund, private foundations/grants, donations and interest and fees.

### **Cumberland Legal Aid Clinic (Non-LSC funded)**

The Clinic is run by the University of Maine School of Law and provides legal services to low-income individuals in Maine. It is staffed by third year law students specially licensed under the Rules of Court to practice under faculty supervisors who are experienced members of the Maine Bar. The Clinic's mission is two-fold: educating law students through an intense, high-quality clinical and mentoring experience while providing pro bono legal services to indigent Maine citizens.

The Clinic represents low-income individuals at the trial and appellate level in

Cumberland, York, Androscoggin, Southern Oxford and Sagadahoc Counties as well as before state agencies in Augusta. The Clinic handles civil and criminal cases, including family matters, consumer cases, debt collection, benefits cases, criminal and traffic defense, and a variety of other civil matters.

The Clinic is governed by University of Maine School of Law and receives funding from the Maine Bar Foundation, Maine Civil Legal Services Fund, the University of Maine School of Law, and various grants.

### **Immigrant Legal Advocacy Project (Non-LSC funded)**

The Immigrant Legal Advocacy Project (ILAP) seeks to advocate for and to improve the status and well-being of Maine's low-income noncitizens and their families by providing affordable legal services, and by educating and working with service providers, policy makers, and the public concerning legal issues unique to noncitizens. ILAP provides the following services:

- *Education and outreach to immigrant community groups and service providers about immigration issues*
- *Attorney consultations and INS application assistance for low-income persons who need immigration information or help to properly complete and document various immigration applications. Currently, consultations cost \$10 per 1/2 hour. Low fees are charged for application assistance, and vary by type of application.*
- *Training for service providers about immigration issues relevant to the clients they serve.*
- *ILAP website answers frequently asked immigration questions and provides updates in immigration law and other issues important to noncitizens in Maine.*

ILAP's work is supported by the Maine Bar Foundation, the Maine Community Foundation, Maine Initiatives, United Way of Greater Portland, other Maine foundations, and Lutheran Immigrant and Refugee Services, as well as through individual donations

- 2) Since October 1998, what other configurations and approaches have been seriously explored? Were any adopted? Were any rejected? Are any changes contemplated in the coming year?**
- 3) Is there any identifiable duplication in capacities or services in the state? How many duplicative systems—accounting systems, human resources, management systems, case management systems, etc.—currently exist? Does the service delivery system now in use minimize or eliminate duplications that existed prior to October 1, 1998?**
- 4) Since October 1998, what innovative service delivery systems/mechanisms/initiatives have been adopted in the state? Have any been explored and then rejected?**

JAG, through its task forces, has explored many approaches to improve the efficiency of the delivery of legal services, some of which were described in greater detail in other sections of this report.

One of the new configurations since October 1998 is the evolution of the Immigrant Legal Advocacy Project (ILAP). ILAP was launched in 1993 to address the growing need of low-income Maine residents to have access to information and legal assistance concerning immigration law and other issues that may relate to immigration status. Until 1999, ILAP was an entirely volunteer project, with several dedicated attorneys offering free representation to about 20 low-income Maine residents annually. Due to overwhelming demand, ILAP began expanding in 1999, and received invaluable assistance from Maine Equal Justice Partners (MEJP) as it transitioned into a staffed legal services agency. ILAP now serves about 1000 low-income Mainers throughout the state each year who need immigration information, brief assistance or legal representation.

Currently there are no other configurations being explored. The current system of providers appears to be working quite effectively given the limited resources available.

Because of the small numbers of providers relative to other states, there is very little duplication in capacities or services in the state. JAG's Coordinated Access Task Force considered the development of a single 1-800 number for all the providers but ultimately concluded that it would not be as effective as the current decentralized intake system. Instead, the Task Force developed the SWAS (Seamless Web Access System) telephone system which allows for the transfer of an intake call to another provider. Thus, if a caller has called a provider who is a part of this system and that provider for whatever reason cannot assist the caller, the caller can be directly transferred to a provider who can assist him or her. Staff members in the various providers' offices are this system not only for its originally intended purpose of improving direct access but also for conferencing with clients and non-legal service providers. Reports are that this unintended benefit is very effective in rendering client assistance.

The providers have achieved significant economies of scale through shared technologies. Today, the providers all utilize the same case management system--Practice Manager, which was funded primarily through a series of technology grants from the State's IOLTA funder, the Maine Bar Foundation. To date, the case management software has been primarily utilized to record essential client information, track time and generate reports. The providers also share two "information technology" positions that are housed at Pine Tree Legal Assistance but made available on a *pro rata* basis to the other providers, insuring that the unique technology systems in use by Maine's legal service providers are supported by experienced technology staff who also understand the work of each program. Finally, the providers have pooled resources to support ongoing use of this system by contributing on a *pro rata* basis to a "hardware" fund that will allow computer hardware supporting the case management system to be replaced on a periodic basis.

The providers also have developed their individual websites with significant support from national website leader Hugh Calkins, who has incorporated the individual details of their websites into the HelpMeLaw website. Efforts are now being focused on increasing public awareness of the HelpMeLaw website as a way to simplify public understanding of each provider's unique services and eligibility criteria, through a poster and public service announcement campaign that is being organized by the Maine Bar Foundation and the Coordinated Intake Task Force of JAG.

## BIBLIOGRAPHY OF PINE TREE LEGAL ASSISTANCE MATERIALS AND RELATED DOCUMENTS\*

### General information about legal services in Maine

- 1990 Report of the Maine Commission on Legal Needs (c.70 pages)\*
- 1990 Executive Summary of the ME Commission on Legal Needs (24 pages)\*
- 1993 Report of the Commission to Study the Future of Maine's Courts (124 pages)\*
- 1998 LSC State Plan (30 pages) and more recent updates\*
- Judge Coffin's May 2000 summary of legal services in Maine for the Justice Action Group\*

### General information about Pine Tree Legal Assistance

- 1992 article for **Maine Bar Journal** in honor of Pine Tree's 25<sup>th</sup> anniversary\*
- 1987 article for **Maine Bar Journal** in honor of Pine Tree's 20<sup>th</sup> anniversary and related articles on various aspects of legal services work\*
- Docket Reports of significant cases brought by Pine Tree advocates from 1969 to the present;\*

### Standards for legal services programs

- ABA Standards for Civil Legal Services Providers (1986)\*
- ABA Standards for *Pro Bono* Programs (1995)\*
- ABA Draft Standards for Operations of a Telephone Hotline (2000)\*
- Pine Tree's own "Standards of Practice" for its advocates (1991)\*\*\*
- Federal regulations (of the Legal Services Corporation) which apply to Pine Tree at the present time\*\*\*

### Additional information available

- 2000 – 2003 Collective Bargaining Agreements between Pine Tree and the National Association of Legal Assistance Workers, District 65 UAW (the "Attorney Union") **and** the Association of Paralegals, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO (the "Paralegal Union")\*\*\*
- Pine Tree Orientation and Procedures Manual \*\*\*

\* available upon request

\*\*\* available on the Pine Tree web site, <http://www.ptla.org/staff.htm>

## **Y.A.C.S.\***

**ABA Commission** on Legal Services: American Bar Association Commission dedicated to improving and supporting legal aid projects using the political and professional clout of the ABA working with NAIP and NLADA as appropriate.

**BOB:** Board of Overseers of the Bar: the disciplinary arm of the profession which administers the bar exam and licenses attorneys for practice in Maine.

**CAPS:** Community Action Programs are local federally funded social service agencies; some have legal service projects

**CLAC:** Cumberland Legal Aid Clinic is based at the Law School in Portland and provides civil and criminal law services for low income residents of Androscoggin, Cumberland, Sagadahoc and York counties.

**ILAP:** Immigrant Legal Advocacy Project provides immigration and related legal assistance in Maine.

**IOLTA:** Interest on Lawyers Trust Accounts is the mechanism by which certain client funds deposited with attorneys is pooled so that the accumulated interest is paid to the Bar Foundation to support legal services, law related education and other charitable purposes.

**JAG:** Justice Action Group is Maine's ad hoc committee for state planning for legal services and related issues. It has historically been chaired by a member of the Federal Judiciary, with Maine's Supreme Court represented as well as the MSBA, MBF, Law School and provider perspectives.

**ACP:** Advisory Committee of Providers works with JAG to provide provider perspectives on issues.

**JAG Task Forces:** committee structure of JAG dealing with specific issues or priorities, i.e. Resource Sharing, Administrative Law etc.

**LSC:** Legal Services Corporation is the federally funded entity responsible for the provision of low-income legal services throughout the country. Pine Tree is the local LSC entity in Maine.

**LSE:** Legal Services for the Elderly is Maine's provider of legal services for those 60+. There is a national network of such programs usually associated with other local recipients of federal and state funds for work with the 60+ population,

**MBF:** Maine Bar Foundation administers the IOLTA fund and works to support legal services, improve the administration of justice and otherwise "inspire" the legal community. VLP is a project of the MBF which is administered by Pine Tree.

**MCLSF:** Maine Civil Legal Service Fund was created in 1990 and funded in 1997 with certain civil filing fees to support legal services in Maine. It is managed by 3 Commissioners appointed by the Chief Justice.

**MCLU:** Maine Civil Liberties Union is the local ACLU. MCLU works with legal service providers on certain CL cases, i.e. prisons/

**MEJP/MEJP:** Maine Equal Justice Partners/Project are sister organizations addressing systemic legal issues affecting low-income people. Partners focuses on administrative proceedings; Project focuses on systemic issues/legislation.

**MLCE:** Maine Law and Civics Education AKA **EXCEL** is a coalition effort based at the Law School and offering a variety of law related education projects, including bullying programs, Mock Trials.

**MSBA:** Maine State Bar Association is the professional organization of attorneys in Maine. It is a voluntary organization with a board of governors representing various regions of the state.

**NAIP:** National Association of IOLTA Programs is the national organization of IOLTA programs providing information, training and technical support. NAIP works with the ABA Commission on Legal Services and NLADA to support and improve legal services to low income and disadvantaged peoples and the administration of justice.

**NLADA:** National Legal Aid and Defender Association is the organization of professional public defenders and legal aid providers.

**PTLA:** Pine Tree Legal Assistance: Maine's LSC entity providing state wide legal services to low income people.

**VLP:** Volunteer Lawyers Project provides information and pro bono assistance on civil legal matters; based in Portland and operated by PTLA for MBF.





2002 Budget 6/7/02	Central	Program Expenses	General	Migrant	Native American	VLP	Violence Projects	Technology Grants	TOTAL	INCOME	
										Legal Services Corp.	Legal Services Corp.
										Interest	Interest
										Attorney Fees	Attorney Fees
										Fundraising	Fundraising
										Rent	Rent
										United Way	United Way
										State of Maine	State of Maine
										Civil Legal Services Fund	Civil Legal Services Fund
										IOLTA	IOLTA
										Juvenile Justice Advisory Group	Juvenile Justice Advisory Group
										Department of Justice	Department of Justice
										STOP Grant	STOP Grant
										MH/MR Grant	MH/MR Grant
										SSI Grant	SSI Grant
										Tech Assistance Reimb	Tech Assistance Reimb
										LSC-One Time Tech Grant	LSC-One Time Tech Grant
										ABA-One time grant	ABA-One time grant
										LTC Grant (IRS)	LTC Grant (IRS)
										Muskie Fellowship	Muskie Fellowship
										Coffin Fellows	Coffin Fellows
										Soros Fellow	Soros Fellow
										ABA Grant	ABA Grant
TOTAL INCOME											
										EXPENSES	
										Attorney	Attorney
										Paralegal	Paralegal
										Secretary	Secretary
										Other	Other
										Total Salaries	Total Salaries
										Health Insurance	Health Insurance
										Life Insurance	Life Insurance
										Dental Insurance	Dental Insurance
										Disability Insurance	Disability Insurance
										Pension	Pension
										Social Security	Social Security
										Unemployment	Unemployment
										Workers Comp.	Workers Comp.
										Student Loan Repayment	Student Loan Repayment
										Total Benefits	Total Benefits
										Judicare/Prof. Consult.	Judicare/Prof. Consult.
										Court Costs	Court Costs
										Audit	Audit
										Purchase of Services	Purchase of Services
										Client Education	Client Education
										Fundraising	Fundraising
										Volunteer Expenses	Volunteer Expenses
										Travel	Travel
										Training	Training
										Board Expenses	Board Expenses
										Rent	Rent
										Utilities	Utilities
										Fuel	Fuel
										Repair to Office	Repair to Office
										Maintenance	Maintenance
										Telephone	Telephone
										Office Supplies	Office Supplies
										Photocopies	Photocopies
										Postage	Postage
										Library	Library
										Internet Access	Internet Access
										Equipment	Equipment
										Rental of Equipment	Rental of Equipment
										Repair of Equipment	Repair of Equipment
										Computer Software	Computer Software
										Insurance	Insurance
										Advertising	Advertising
										Interest	Interest
										Prof./Membership Dues	Prof./Membership Dues
										Other	Other
										Admin & Program Exp.	Admin & Program Exp.
										Total Operating	Total Operating
TOTAL EXPENSES											
										Surplus/(Deficit)	
										Projected Fund Balance 12/31/01	
										Projected Fund Balance, Year end	

## PINE TREE LEGAL ASSISTANCE 2002 FUNDING SOURCES

### General funding

- **LSC annual grant** (\$908,234 in 2002) to serve low-income people in Maine in areas of high priority need as established by the PTLA Board of Directors. This was PTLA's original source of funding and represented more than half of total funding each year from 1967 to 1997. PTLA is the statewide recipient of this funding in Maine. It is based on the census numbers and will be adjusted in 2003.
- **State of Maine general appropriation** (\$148,050 in 2002) to serve low-income people in Maine in all appropriate forums. This appropriation began in 1983 as a way to restore services reduced because of the first massive LSC funding cut in 1981/82.
- **IOLTA** (\$178,192 in 2002) is derived from the interest on lawyer trust accounts. The program was established in Maine by Court order in the early 1980's and is administered by the Maine Bar Foundation that gives PTLA an automatic grant based on annual IOLTA revenues. This funding source also supports other legal service providers in Maine.
- **Maine Civil Legal Services Fund** (estimated to be \$475,000 in 2002). This funding from a surcharge on civil filing fees was established in 1997 to restore services reduced because of the second massive LSC funding cut in 1995/96. This funding source also supports other legal service providers in Maine.
- **Fundraising** (estimated to be \$85,000 in 2002). Pine Tree conducts an annual fundraising campaign directed at individual donors, largely from the private bar in Maine and staffs an annual fundraising dinner, the Muskie Access to Justice Award Dinner, which is held in May. Proceeds from the Dinner are shared with the other providers but 70% of the net proceeds go to Pine Tree.
- **Other** (estimated to be \$35,000 in 2002). This includes interest on bank accounts maintained by Pine Tree and rent from tenants in the office building that Pine Tree owns in Augusta.

### Special Projects

- **Migrant services** (estimated to be \$157,573 in 2002). Pine Tree receives a grant to administer services for this client population throughout New England, of which roughly \$26,000 is subcontracted to providers in MA, CT and VT. Pine Tree also uses funds from its State appropriation, IOLTA and the MCLSF to support this work.
- **Native American services** (estimated to be \$117,247 in 2002). Pine Tree receives a special LSC grant to serve Native Americans in Maine, and to administer services for Native Americans in Connecticut. Pine Tree also uses funds from its State appropriation, IOLTA and the MCLSF to support this work.
- **Volunteer Lawyers Project** (estimated to be \$481,972 in 2002.) Pine Tree allocates more than 12.5% of its LSC basic grant to support the use of private attorneys in legal service work. The VLP also receives a direct appropriation of IOLTA revenues from the Maine Bar Foundation and \$50,000/year from the MCLSF.
- **Domestic Violence Projects** (estimated to be \$355,825 in 2002). Since 1977, Pine Tree has received a special grant from United Way of Greater Portland to serve

victims of domestic violence, regardless of income. In 2002, Pine Tree also utilized VAWA funds from the US Department of Justice and STOP funding administered in Maine to provide comparable services statewide.

- **Fellowship Positions** (estimated to be \$173,890 in 2002). Pine Tree currently serves as the host site for 2 two-year Coffin Fellowship attorneys who handle family law cases referred to them by the VLP for low-income clients in southern Maine. Private law firms and the Maine Bar Foundation support these Fellowships. A NAPIL Fellow in the Presque Isle office completed her two year fellowship in June of this year. Finally, this is the third and final year in which Pine Tree has also hosted a Muskie Fellow who handles guardian *ad litem* cases for low-income children in family law cases in York County.
- **LITC services** (\$70,000 in 2002). This is the second year that Pine Tree has received a grant administered by the Internal Revenue Service to provide legal services as a low-income taxpayer clinic. Statewide services are provided by a fulltime paralegal who is also certified as a enrolled tax agent, working from our Bangor office.
- **Technology Projects** (estimated to be \$113,600 in 2002). Pine Tree has received a number of grants related to its technology expertise and is currently administering one three year project with TOP funding from the US Department of Commerce to develop a pilot project between the Courts, shelters and Pine Tree offices to assist victims of domestic violence.
- **Fee for Service work** (estimated to be \$29,500 in 2002) Pine Tree currently loans its two inhouse technology experts (Chuck Henegar and Laura Henderson) to other legal service providers and is reimbursed on a *pro rata* basis for their time. Pine Tree is hoping to raise additional revenues in this area by leasing its videoconferencing facilities to local nonprofits and private firms.
- **Other Funding** (estimated to be \$67,000 in 2002). Pine Tree currently holds contracts with the State Department of Mental Health and Mental Retardation to provide legal assistance to individuals referred by advocates in DMHMR, and a contract with the Department of Human Services to help individuals who are currently receiving TANF or general assistance in obtaining federally-funded disability benefits.

**PINE TREE LEGAL ASSISTANCE**  
**funding and staffing fluctuations 1990 – 2002**

1990

- \$2.45 million total budget\*; less than 10% comes from special grants and one year contracts (consisting of MBF discretionary grants, United Way grant support, and State contracts for special services);
- offices in six locations around the State (Portland, Lewiston, Augusta, Bangor, Machias and Presque Isle)
- 65 people on PTLA staff, including 27 full or part-time attorneys (of which 2 positions are supported with special grants from United Way, and the MBF for the Family Law Project). This total includes 6 VLP staff in Portland

1994

- \$2.54 million total budget\*; less than 10% comes from special discretionary grants and one year contracts (same sources as in 1990)
- offices in four locations around the State (fully-staffed offices in Machias and Lewiston are closed in late 1993 when 12 staff positions are eliminated);
- 53 people on PTLA staff, including 21 full or part-time attorneys (of which 2 positions are supported with special grants from United Way and for the MBF's Rural Access Project). This total includes 5 VLP staff in Portland.

1996

- \$1.77 million total budget\*; 11% comes from special discretionary grants and one year contracts (NAPIL Fellowship, Skadden Fellowship, HUD contract, STOP contracts, United Way and State contracts)
- offices in four locations around the State; limited outreach to Machias and Lewiston;
- 31 people on PTLA staff, including 12 full or part-time attorneys (of which 1 position is supported with a special grant from United Way.) This includes 4 VLP staff in Portland.

2000

- \$2.98 million total budget\*; 22% comes from special grants and one year contracts (United Way, AmeriCorps, Dept of Justice [DOJ] domestic violence, Muskie Fellow, Coffin Fellows, NAPIL Fellow, and State contracts).
- offices in five locations around the State (including Machias) and expanding outreach in Lewiston;
- 55 people/positions\*\* on PTLA staff, including 25 full or part-time attorneys (of which 12 positions are supported with special grants, including United Way, DOJ, AmeriCorps, Coffin Fellows, Muskie Fellow, NAPIL Fellow and the MBF discretionary grant to serve Machias).

2002

- \$3.35 million total budget\*; 26% comes from special grants and one year contracts (United Way, AmeriCorps, Dept of Justice [DOJ] domestic violence, Muskie Fellow, Coffin Fellows, NAPIL Fellow, and State contracts).
- offices in seven locations around the State (Machias, Rockland and Lewiston are now staffed on a daily basis);
- 54 people on PTLA staff, including 24 full or part-time attorneys (of which 6.4 positions are supported with special grants, including United Way, DOJ, Coffin Fellows, and JJAG). This includes 6.4 VLP staff positions.

\* The annual budget includes funding from LSC for basic services, Native American and Migrant farmworkers, a direct State appropriation, IOLTA automatic grants, MCLSF funding since 1997, contributions from PTLA's direct donor campaign (and the Muskie Dinner since 1995), earned interest and rent proceeds from the office space in Augusta. Until 1996, PTLA was also able to receive attorney fee awards that generated between \$40,000 - \$110,000/year.

## PINE TREE LEGAL ASSISTANCE BUDGETING APPROACH

### Background

Starting in the late 1980's, Pine Tree began use of an hourly cost allocation system to track expenses associated with particular grants and/or projects, in order to be responsive to a new LSC regulation, 45 CFR 1630, which required all LSC grantees to demonstrate that activities impermissible with LSC funding were fully supported by a different revenue source.

The original system used the actual hours reported by attorneys and paralegals as the basis for cost allocations. For each category of employee, actual salaries, benefits and overhead costs programwide were totaled and then broken out in a melded hourly rate. All grants and units were charged for salary, benefits and overhead costs based on the year's hourly rate multiplied by the number of hours actually reported by staff working on those grants and units.

Secretarial time was considered to be a necessary part of any hour reported by an attorney or paralegal and was not separately tracked as a basis for cost allocation. Paid staff provided the majority of legal services to Pine Tree clients, with most volunteer services contributed by private attorneys working from their own offices.

By the mid-1990's, program operations had changed dramatically. Funding cuts had eliminated almost 50% of the secretarial positions and the remaining secretaries had assumed responsibility for direct client contact as intake workers in each local office. Most advocates began doing their own typing and clerical work. In an effort to stretch limited staffing resources as far as possible, a concerted effort to attract new volunteers had begun programwide, resulting in the use of volunteers to staff the housing intake lines in Portland, to assist with case services in Bangor and to provide secretarial assistance in Augusta. Later, the law school began offering law students the opportunity to "work" at Pine Tree as an external clinic for which they received academic credit.

The advent of new funding at the beginning of 1998 offered the chance to restore some staffing positions programwide while maintaining the existing systems now in place involving secretaries and volunteers. To accommodate the infusion of new people, it became apparent that future budgets would need to recognize the role of secretaries and volunteers in supporting particular grant streams or units, particularly where the volunteers required their own offices, computers and other overhead expenses.

### Current System

Because of the LSC requirement regarding cost support for restricted activities, the new budgeting system continues to rely on actual work hours for the allocation of costs associated with general overhead. All staff and volunteers maintain computerized timekeeping records in ten minute increments for all work-related activities, a

requirement of LSC funding. These timekeeping records support the overall Pine Tree budgeting system and funder accountability.

The overall program budget is prepared on the basis of the approach described below. It is presently allocated in eight different columns:

- Central includes the costs of all administrative staff (the Executive Director, Assistant Director, Fiscal Manager, bookkeeper and both technology positions) and related overhead, as well as certain administrative expenses (audit, payroll, Board expenses, etc. that support all Pine Tree activities and services)
- Program Expenses are other general expenses that support overall program services and would be difficult to apportion on a monthly basis to each grant stream (for instance, the cost of the programwide telephone frame relay system and Pine Tree's Internet access accounts)
- General includes personnel and overhead costs associated with Pine Tree's general legal services around the State, as well as specific grants and contracts that do not appropriately belong under other categories (for instance, the IRS tax grant and the Coffin Fellowships.)
- Migrant includes personnel and overhead associated with Pine Tree's services to migrant farmworkers around New England, which includes several subcontracts with other providers in VT, MA and CT to deliver services on a local basis in those communities;
- Native American includes personnel and overhead associated with Pine Tree's services to Native Americans in Maine and CT, which includes a subcontract with a legal service provider in CT to deliver services on a local basis in that State.
- VLP includes personnel and overhead associated with Pine Tree's operation of the Volunteer Lawyers Project at offices in Portland and Bangor pursuant to an annual contract with the Maine Bar Foundation.
- Domestic Violence Projects includes personnel and overhead associated with Pine Tree's services to domestic violence victims around the State, which is supported with at least three different specialized funding sources in 2002.
- Technology Grants includes the income and expenses involved with the several technology projects which Pine Tree has managed or is managing, most of which represent a wash in income/expenses for the program because they involve operations outside Pine Tree (for instance, Pine Tree is currently moving into the third year of a massive \$375,000 grant from the U.S. Department of Commerce for a project involving the Courts, domestic violence projects and Pine Tree; only a small portion of this grant relates to equipment/services/work within Pine Tree.)

The following is a general description of Pine Tree's current cost allocation system, which determines what numbers appear in the periodic budget columns described above.

- Salary and benefits are charged to the unit (for instance, United Way grant) on the basis of actual salary and benefits of the employees working in those units. If other staff contributes

advocacy services to a unit, their salary and benefits are recognized in terms of percentage of total time charged the special unit versus their total time worked. (Example, if Augusta staff attorney Patricia Ender charges 40% of her time to the United Way project, her salary and benefits will be charged 60% basic/40% United Way)

- Occupancy expenses are distributed to each unit based on hours. A set of core hours has been established: 1600 for attorneys, 1500 for paralegal/secretary and actual hours for volunteers. Distribution of expenses for all occupancy costs is based on the core hours for each unit in the location. (Example: total core hours for Portland location are 47,800, total core hours for a new juvenile justice project are 368. All occupancy expenses for this location will be charged .007% to the juvenile justice project).
- Discrete costs are charged directly to the unit. These costs include training, travel, litigation fees and costs, purchase of services, specialized client education materials, volunteer expenses, equipment, advertising and professional dues. (For instance, discrete costs for the Volunteer Lawyers Project include the specialized toll-free phone numbers for VLP clients and participating attorneys.)
- Central and program wide expenses are distributed to the units based on the total hours for the program as a whole. These costs include staff salary and benefits of the (Example: assume total core hours for the program are 80,904, and total core hours for a new project are 2,208. The new project will be charged .027% of Central/Program expenses).
- For a unit with more than one funding source, expenses are shared based on the percent of funding contributed to the unit. (Example: Native American receives 90% funding from LSC, 5% from Civil Legal Services Fund and 5% from State of Maine, all expenses paid for Native American are distributed to those three funding sources accordingly).

Below is an itemization of how various expenses are categorized under the cost allocation system:

<u>Occupancy Expense</u>	<u>Discrete Expenses</u>	<u>Program Expenses</u>
Rent	Judicare	Central's expenses
Utilities	Court Costs	Audit
Fuel	Travel	Payroll service fee
Repairs to office	Equipment	Insurance (property
Maintenance	Advertising	& Malpractice)
Telephone	Membership dues	Internet access
Supplies	Miscellaneous	Program Client Ed
Photocopies	Telephone-(800's)	
Postage	Unit Client Ed	
Library		
Rent/Repair Equipment		

**PINE TREE LEGAL ASSISTANCE, INC.**

**Financial Statements**

**December 31, 2000 and 1999**



**PINE TREE LEGAL ASSISTANCE, INC.**  
**Financial Statements**  
**December 31, 2000 and 1999**

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RUNYON  
KERSTEEN  
OUELLETTE



Certified Public Accountants  
& Business Consultants

Board of Directors  
Pine Tree Legal Assistance, Inc.:

We have audited the accompanying statements of financial position of Pine Tree Legal Assistance, Inc., as of December 31, 2000 and 1999, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of Pine Tree Legal Assistance, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pine Tree Legal Assistance, Inc. as of December 31, 2000 and 1999, and the changes in its net assets and its cash flows for the years then ended in accordance with generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued our report dated February 22, 2001, on our consideration of Pine Tree Legal Assistance, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grants. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audits.

Our audits were performed for the purpose of forming an opinion on the basic financial statements of Pine Tree Legal Assistance, Inc. taken as a whole. The accompanying supplemental information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

*Runyon Kersteen Ouellette*

February 22, 2001  
South Portland, Maine

20 Long Creek Drive  
South Portland, ME 04106  
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**PINE TREE LEGAL ASSISTANCE, INC.**

**Statements of Financial Position  
December 31, 2000 and 1999**

	2000	1999
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 1,001,839	815,122
Grant and contract receivables	202,352	111,459
Employee advances	1,150	1,075
Prepaid expenses	27,198	28,796
Total current assets	1,232,539	956,452
Property and equipment:		
Land	6,900	6,900
Building	92,540	87,285
Leasehold improvements	111,767	106,252
Furniture, fixtures and equipment	708,276	515,510
Vehicle	10,789	12,524
Law library	25,384	25,384
	955,656	753,855
Less accumulated depreciation	(503,034)	(422,877)
Net property and equipment	452,622	330,978
Other assets:		
Downing Fund	8,990	8,638
Client escrow funds	3,731	731
Deposits	3,544	6,513
Total other assets	16,265	15,882
<b>Total assets</b>	<b>\$ 1,701,426</b>	<b>1,303,312</b>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities:		
Accounts payable	34,918	61,886
Accrued payroll and related expenses	155,765	109,996
Deferred revenue	363,935	315,934
Current portion of mortgage payable	4,190	3,793
Total current liabilities	558,808	491,609
Non-current liabilities:		
Mortgage payable, net of current portion	44,621	48,717
Trust deposits held for clients	3,731	731
Deposits held for Downing Fund	8,990	8,638
Total non-current liabilities	57,342	58,086
Total liabilities	616,150	549,695
Net assets:		
Unrestricted, undesignated (Non-LSC programs)	446,707	288,004
Designated for LSC programs	109,758	87,145
Board designated stabilization fund	100,000	100,000
Designated - Mostyn funds	25,000	-
Invested in property and equipment	403,811	278,468
Total unrestricted net assets	1,085,276	753,617
Temporarily restricted	-	-
Permanently restricted	-	-
Total net assets	1,085,276	753,617
<b>Total liabilities and net assets</b>	<b>\$ 1,701,426</b>	<b>1,303,312</b>

*See accompanying notes to financial statements.*

**PINE TREE LEGAL ASSISTANCE, INC.**

Statement of Activities

Year ended December 31, 2000

	General services		Specialized services		Equipment	Total
	LSC	Non-LSC	LSC	Non-LSC	Fund	
Unrestricted support and revenue:						
Support and revenue:						
Grants - LSC	\$ 846,296	-	290,874	-	-	1,137,170
Grants - IOLTA	-	563,500	-	245,752	-	809,252
Grants - MCLSF	-	386,267	-	149,163	-	535,430
Grants - other	-	104,194	25,038	359,627	-	488,859
Donated services	12,272	-	1,564,509	-	-	1,576,781
State appropriation	-	133,245	-	14,806	-	148,051
Interest income	32,513	-	-	-	-	32,513
Contributions	-	79,042	-	36,410	-	115,452
Other revenue	28,737	10,250	-	-	-	38,987
Loss on sale of equipment	-	-	-	-	(957)	(957)
Total support and revenue	919,818	1,276,498	1,880,421	805,758	(957)	4,881,538
Expenses:						
Legal services	717,265	836,465	136,407	416,755	95,347	2,202,239
Private attorney involvement	-	-	1,691,116	239,947	4,836	1,935,899
Management and general	120,885	114,967	43,957	109,812	-	389,621
Fundraising	-	-	-	22,120	-	22,120
Total expenses	838,150	951,432	1,871,480	788,634	100,183	4,549,379
Increase (decrease) in net assets	81,668	325,066	8,941	17,124	(101,140)	331,659
Changes in net assets:						
Transfers	-	-	-	-	-	-
Transfer for acquisition of property	(53,508)	(147,319)	(10,789)	(11,168)	222,784	-
Transfer for debt repayment	(3,699)	-	-	-	3,699	-
Total changes in net assets	(57,207)	(147,319)	(10,789)	(11,168)	226,483	-
Net assets, beginning of year	12,054	279,065	75,091	108,939	278,468	753,617
Net assets, end of year	\$ 36,515	456,812	73,243	114,895	403,811	1,085,276

*See accompanying notes to financial statements.*

**PINE TREE LEGAL ASSISTANCE, INC.**  
**Statement of Activities**  
**Year ended December 31, 1999**

	General services		Specialized services		Equipment	Total
	LSC	Non-LSC	LSC	Non-LSC	Fund	
<b>Unrestricted support and revenue:</b>						
Support and revenue:						
Grants - LSC	\$ 854,975	-	288,742	-	-	1,143,717
Grants - IOLTA	-	246,636	-	232,918	-	479,554
Grants - MCLSF	-	301,903	-	165,480	-	467,383
Grants - other	74,445	16,250	-	158,682	-	249,377
Donated services	11,810	-	1,543,392	-	-	1,555,202
State appropriation	-	18,768	-	29,283	-	148,051
Interest income	23,122	-	-	-	-	23,122
Contributions	-	87,070	3,290	10,020	-	100,380
Other revenue	28,372	-	266	-	-	28,638
Gain on sale of equipment	-	-	-	-	153	153
<b>Total support and revenue</b>	<b>992,724</b>	<b>770,627</b>	<b>1,835,690</b>	<b>596,383</b>	<b>153</b>	<b>4,195,577</b>
<b>Expenses:</b>						
Legal services	803,771	627,500	117,623	259,088	68,062	1,876,044
Private attorney involvement	-	-	1,665,424	228,164	4,793	1,898,381
Management and general	124,632	78,573	44,092	58,217	-	305,514
Fundraising	-	-	-	29,488	-	29,488
<b>Total expenses</b>	<b>928,403</b>	<b>706,073</b>	<b>1,827,139</b>	<b>574,957</b>	<b>72,855</b>	<b>4,109,427</b>
<b>Increase (decrease) in net assets</b>	<b>64,321</b>	<b>64,554</b>	<b>8,551</b>	<b>21,426</b>	<b>(72,702)</b>	<b>86,150</b>
<b>Changes in net assets:</b>						
Transfers	-	-	1,220	(1,220)	-	-
Transfer for acquisition of property	(73,856)	(4,808)	(10,279)	(11,450)	100,393	-
Transfer for debt repayment	(3,455)	-	-	-	3,455	-
<b>Total changes in net assets</b>	<b>(77,311)</b>	<b>(4,808)</b>	<b>(9,059)</b>	<b>(12,670)</b>	<b>103,848</b>	<b>-</b>
<b>Net assets, beginning of year</b>	<b>25,044</b>	<b>219,319</b>	<b>75,599</b>	<b>100,183</b>	<b>247,322</b>	<b>667,467</b>
<b>Net assets, end of year</b>	<b>\$ 12,054</b>	<b>279,065</b>	<b>75,091</b>	<b>108,939</b>	<b>278,468</b>	<b>753,617</b>

*See accompanying notes to financial statements.*

PINE TREE LEGAL ASSISTANCE, INC.  
Statement of Functional Expenses  
Year ended December 31, 2000

	Program services			Support services			Total expenses
	Legal services	Private attorney involvement	Total program services	Management and general	Fundraising	Total supporting services	
<b>Personnel:</b>							
Lawyers	\$ 895,749	44,148	939,897	75,530	3,608	79,138	1,019,035
Paralegals	231,765	143,035	374,800	-	-	-	374,800
Other staff	202,448	27,514	229,962	118,276	8,902	127,178	357,140
Employee benefits	394,877	65,044	459,921	50,445	3,797	54,242	514,163
Total personnel	1,724,839	279,741	2,004,580	244,251	16,307	260,558	2,265,138
<b>Other expenses:</b>							
Legal consultants	12,272	1,564,509	1,576,781	-	-	-	1,576,781
Space and occupancy	134,033	28,152	162,185	10,454	787	11,241	173,426
Equipment rental	15,248	2,116	17,364	644	49	693	18,057
Office and consumable support	43,220	11,918	55,138	8,013	603	8,616	63,754
Telephone	54,138	26,861	80,999	24,784	1,865	26,649	107,648
Travel and meetings	55,434	3,361	58,795	27,602	2,078	29,680	88,475
Training materials and expenses	2,477	300	2,777	1,502	-	1,502	4,279
Library maintenance	6,940	651	7,591	22,038	-	22,038	29,629
Insurance	1,208	-	1,208	16,401	-	16,401	17,609
Dues and fees	13,017	611	13,628	335	40	375	14,203
Contracted services	10,747	-	10,747	18,878	-	18,878	29,625
Audit	-	-	-	9,600	-	9,600	9,600
Litigation and court costs	24,553	6,954	31,507	-	-	-	31,507
Other	8,766	5,889	14,655	4,919	391	5,310	19,965
Total other expenses	382,033	1,651,322	2,033,355	145,370	3,813	151,183	2,184,558
Total expenses before depreciation	2,106,892	1,931,063	4,037,955	389,621	22,120	411,741	4,449,696
Depreciation expense	95,347	4,836	100,183	-	-	-	100,183
Total expenses	\$ 2,202,239	1,935,899	4,138,138	389,621	22,120	411,741	4,549,879

*See accompanying notes to financial statements.*

PINE TREE LEGAL ASSISTANCE, INC.  
Statement of Functional Expenses  
Year ended December 31, 1999

	Program services			Support services			Total expenses
	Legal services	Private attorney involvement	Total program services	Management and general	Fundraising	Total supporting services	
Personnel:							
Lawyers	\$ 753,533	36,475	790,008	40,873	4,541	45,414	835,422
Paralegals	194,133	129,050	323,183	-	-	-	323,183
Other staff	171,694	24,555	196,249	106,461	11,829	118,290	314,539
Employee benefits	306,670	59,649	366,319	49,704	5,523	55,227	421,546
Total personnel	1,426,030	249,729	1,675,759	197,038	21,893	218,931	1,894,690
Other expenses:							
Legal consultants	13,328	1,541,874	1,555,202	-	-	-	1,555,202
Space and occupancy	110,250	31,840	142,090	11,056	1,228	12,284	154,374
Equipment rental	17,007	3,498	20,505	1,402	156	1,558	22,063
Office and consumable support	37,011	15,693	52,704	6,411	713	7,124	59,828
Telephone	58,740	31,392	90,132	23,033	2,559	25,592	115,724
Travel and meetings	\$1,440	2,795	54,235	15,109	1,679	16,788	71,023
Training materials and expenses	7,022	353	7,375	-	-	-	7,375
Library maintenance	17,032	2,103	19,135	17,526	1,113	18,639	37,774
Insurance	750	-	750	13,607	-	13,607	14,357
Dues and fees	5,229	1,471	6,700	7,409	36	7,445	14,145
Contracted services	38,180	5,853	44,033	2,324	-	2,324	46,357
Audit	-	-	-	9,600	-	9,600	9,600
Litigation and court costs	14,280	3,313	17,593	-	-	-	17,593
Other	11,683	3,674	15,357	999	111	1,110	16,467
Total other expenses	381,952	1,643,859	2,025,811	108,476	7,595	116,071	2,141,882
Total expenses before depreciation	1,807,982	1,893,588	3,701,570	305,514	29,488	335,002	4,036,572
Depreciation expense	68,062	4,793	72,855	-	-	-	72,855
Total expenses	\$ 1,876,044	1,898,381	3,774,425	305,514	29,488	335,002	4,109,427

See accompanying notes to financial statements.

**PINE TREE LEGAL ASSISTANCE, INC.**

**Statements of Cash Flows**

**Years ended December 31, 2000 and 1999**

	<b>2000</b>	<b>1999</b>
<b>Cash flows from operating activities:</b>		
Increase in net assets	\$ 331,659	86,150
Adjustments to reconcile increase in net assets to cash flows provided by operating activities:		
Depreciation	100,183	72,855
Loss on sale of assets	957	(153)
(Increase) decrease in current assets:		
Downing Fund	(352)	(517)
Client escrow funds	(3,000)	177
Grant and accounts receivable	(90,893)	(43,436)
Employee advances	(75)	125
Prepaid expenses	1,598	(7,191)
Deposits	2,969	(2,393)
Increase (decrease) in current liabilities:		
Accounts payable	(26,968)	(21,953)
Accrued salaries, payroll taxes and withholding	45,769	17,764
Deferred revenue	48,001	282,915
Trust deposits held for clients	3,000	(177)
Deposits held for Downing Fund	352	517
Net cash provided by operating activities	413,200	384,683
<b>Cash flows from investing activities:</b>		
Purchases of property and equipment	(222,784)	(100,393)
Net cash used in investing activities	(222,784)	(100,393)
<b>Cash flows from financing activities:</b>		
Repayment of mortgage payable	(3,699)	(3,455)
Net cash used in financing activities	(3,699)	(3,455)
 Increase in cash and cash equivalents	 186,717	 280,835
Cash and cash equivalents, beginning of period	815,122	534,287
<b>Cash, at end of period</b>	<b>\$ 1,001,839</b>	<b>815,122</b>
<b>Supplemental cash flow disclosures:</b>		
Cash paid for interest	\$ 5,531	5,221

*See accompanying notes to financial statements.*



**PINE TREE LEGAL ASSISTANCE, INC.**  
**Notes to Financial Statements**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

---

**Business Activity** - Pine Tree Legal Assistance, Inc. (PTLA), is a non-profit corporation organized for the purpose of providing legal assistance in noncriminal proceedings or matters to persons meeting eligibility guidelines within the State of Maine.

PTLA is funded, in part, through grants from Legal Services Corporation (LSC), a non-profit corporation established by Congress to administer a nationwide legal assistance program.

**Contributions** - Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. When restrictions expire, temporarily restricted net assets are reclassified to unrestricted net assets. For the years ending December 31, 2000 and 1999, all of the Agency's contributions were recorded as unrestricted.

**Basis of Accounting** - The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

**Basis of Presentation** - The Agency prepares its financial statements in accordance with Statement of Financial Accounting Standards No. 117, "Financial Statements for Non-profit Organizations". Net assets, revenues, expenses, gains and losses are classified based on the existence or absence of donor imposed restrictions. Accordingly, net assets of the Agency and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are neither permanently restricted nor temporarily restricted by donor-imposed stipulations.

Temporarily restricted net assets - Net assets resulting from contributions and other inflows of assets whose use by the Agency is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Agency pursuant to those stipulations. For the years ending December 31, 2000 and 1999, none of the Agency's net assets were temporarily restricted.

Permanently restricted net assets - Net assets resulting from contributions and other inflows of assets whose use by the Agency is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Agency. For the years ending December 31, 2000 and 1999, none of the Agency's net assets were permanently restricted.

**Contract and Grant Support** - Grant funds from LSC are recognized as support on a straight-line basis over the grant period. Funds remaining unused at the end of an accounting period are carried in the applicable net asset balance. Subject to the provisions of LSC's Regulations, PTLA may use these unexpended funds in future periods as long as expenses incurred are in compliance with the LSC contract, as defined. LSC may, at its discretion, request reimbursement for expenses or return of funds, or both, as a result of noncompliance by PTLA with the contract terms. In addition, if PTLA terminates its legal assistance activities, all unexpended funds are to be returned to LSC.

Support from the Interest on Lawyer's Trust Accounts (IOLTA) and other miscellaneous grants and contracts are recognized as costs are incurred.

**LSC Funds** - LSC funds are subject to the provisions of the LSC Act and appropriation riders. Such funds cannot be expended for any purposes prohibited or limited by or contrary to any of the provisions of the appropriation riders. The restricted LSC funds segregate the support, revenues, expenses, and changes in net asset balances, which are governed by both the LSC Act and the appropriation riders.

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**PINE TREE LEGAL ASSISTANCE, INC.**  
**Notes to Financial Statements, Continued**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**

---

**Non-LSC Funding** - To the extent required by the LSC Act or the appropriations riders, all other funds are restricted by the LSC Act or the appropriations riders, and are subject to any other restrictions placed on those funds by the grantors and providers.

**Property and Equipment** - Property acquired with LSC funds is considered to be owned by PTLA while used in the program or in future authorized programs. However, LSC has a reversionary interest in the property and a right to determine the use of any proceeds from the sale of any assets with a fair market value in excess of \$1,000.

PTLA capitalizes all expenditures for property and equipment in excess of \$100. Depreciation and amortization are computed on a straight-line basis over the assets' estimated useful lives. Those estimated lives are as follows:

Vehicles	4 years
Furniture, fixtures and equipment	3 - 10 years
Leasehold improvements	10 years
Building	20 - 30 years

**Law Library** - The cost of books, reference materials, and multiple volume sets of law books, which expand the scope of the law library, are capitalized. Replacement and/or update versions of previously capitalized material, are expensed when purchased. PTLA estimates the salvage value of its law library approximates the original cost and, accordingly, depreciation expense is not recorded. A reversionary interest in the law library is retained by LSC.

**Allocation of Expenses** - Common expenses which support the work performed under one or more grants or contracts are allocated on a basis as agreed by the funding sources or, in the absence of an agreement, on a basis which appears most reasonable to PTLA. Additionally, the costs of providing the various activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. PTLA allocates costs among activities on a proportionate basis, with hours of service as the cost unit.

**Donated Services** - Donated services in the amount of \$1,576,781 and \$1,555,202, respectively, for the years ended December 31, 2000 and 1999 represent services rendered by various attorneys and lay volunteers in the State of Maine at no charge in connection with the Private Attorney Involvement Program. The value of donated services is based upon estimated average fees normally charged by persons rendering the services. This amount was determined to be \$95 for attorneys and \$8 per hour for lay volunteers. Donated services are recognized both as support and expenses in the accompanying financial statements and, therefore, do not affect PTLA's net asset balances.

**Cash Equivalents** - For purposes of the statements of cash flows, cash and cash equivalents are defined as all cash on hand and in checking, savings, money market accounts, and certificates of deposit.

**Income Taxes** - PTLA is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. PTLA has also been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Code.

**Estimates** - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

**PINE TREE LEGAL ASSISTANCE, INC.**  
**Notes to Financial Statements, Continued**

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**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED**

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**Reclassifications** - Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

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**SUMMARY OF FUNDING**

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PTLA's operations are funded, in part, through grants from Legal Services Corporation. These grants are to be used for general operations and for specific programs. In addition, PTLA receives various grants from other funding agencies for specific programs and expenses. The following information summarizes PTLA's major grant and contract activity for the years ended December 31, 2000 and 1999.

	<u>2000</u>	<u>1999</u>
<u>Legal Service Corporation</u>		
Basic grant to be used for general operations	\$ 846,296	849,975
One-time Technical Assistance grant	-	5,000
Basic grant allocated to private attorney involvement	154,305	151,987
Legal services to migrant farm workers	69,027	69,121
Legal services to Native Americans	67,542	67,634
<u>Totals</u>	<u>\$ 1,137,170</u>	<u>1,143,717</u>

State of Maine

PTLA received \$148,051 from the State of Maine in 2000 and 1999. These funds were awarded to provide comprehensive legal representation to eligible clients in all forums that PTLA staff have heretofore represented clients and in all ways consistent with their responsibilities under the Maine Bar Rules and the Maine and federal rules of civil procedures.

Maine Civil Legal Services Fund

The Maine Civil Legal Services Fund (MCLSF) supports civil legal services to persons who otherwise are not able to pay for these services and is disbursed to legal service organizations who meet the statutory definition of 4 M.R.S.A. Section 18-A. MCLSF funding cannot be used by a recipient to support lobbying as defined in Title 3 Section 312-A, subsection 9, unless the recipient is responding to a request by a Legislator or a member of the Executive department.

In 2000 and 1999, PTLA received \$485,430 and \$417,383, respectively, from the MCLSF. PTLA also received \$50,000 from the MCLSF in both 2000 and 1999 on behalf on the Volunteer Lawyers Project.

**PINE TREE LEGAL ASSISTANCE, INC.**  
**Notes to Financial Statements, Continued**

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**SUMMARY OF FUNDING, CONTINUED**

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**IOLTA and Maine Bar Foundation**

The Maine Bar Foundation administers IOLTA funds pursuant to Maine Bar Rule 3.6(f). Pine Tree Legal Assistance receives IOLTA funds for general operations as an automatic grantee. This IOLTA grant is to be used as a supplement to LSC funding and as such is to be used to provide additional services in areas supported by LSC funding and to provide services in areas where LSC funds cannot be used.

Pine Tree Legal Assistance receives both IOLTA funds and contributions collected by the Maine Bar Foundation from lawyers' dues check-offs for the operation of the Volunteer Lawyers Project.

The Maine Bar Foundation also administers the Coffin Fellowship which is supported by donations from private law firms and individuals.

The following is a summary for 2000 and 1999:

	<u>2000</u>	<u>1999</u>
General operation (automatic grant)	\$ 207,513	79,178
Discretionary grants	232,826	57,751
Coffin Fellowship	143,913	117,625
Volunteer Lawyers Project	225,000	225,000
<b>Totals</b>	<b>\$ 809,252</b>	<b>479,554</b>

**Grants - Other**

Several programs are funded in whole or in part through grants and contracts with various agencies. Such amounts are recognized as support on a cost-incurred basis. The following is a summary for 2000 and 1999:

	<u>2000</u>	<u>1999</u>
Department of Mental Health and Mental Retardation	\$ 32,078	38,573
SSI Grant	38,717	35,872
Department of Justice	230,035	41,185
Muskie Fellowship	65,000	16,250
Americorp	22,795	22,804
Subtotal	388,625	154,684
United Way Organization, Inc.:		
Cumberland County	96,331	92,484
Donor designations	3,903	2,209
Total United Way Organization, Inc.	100,234	94,693
<b>Total grants - other</b>	<b>\$ 488,859</b>	<b>249,377</b>

**PINE TREE LEGAL ASSISTANCE, INC.**  
**Notes to Financial Statements, Continued**

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**SUMMARY OF FUNDING, CONTINUED**

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Other Revenue

	<u>2000</u>	<u>1999</u>
Rent income	\$ 17,685	15,290
Miscellaneous	21,302	13,348
<b>Total other revenue</b>	<b>\$ 38,987</b>	<b>28,638</b>

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**RESTRICTED CASH - DOWNING FUND**

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The Thomas P. Downing, Jr. Fund, a nonprofit corporation, was dissolved in September, 1991. PTLA agreed to administer the remaining assets of the fund as of that date. The purpose of the Downing Fund is to provide an annual cash award to a person or persons employed by an organization which provides, in substantial part, legal services to low income persons, in recognition of that individual's outstanding contributions to legal services for low income people. Activity in the Downing Fund from January 1, 1999 to December 31, 2000 was as follows:

Balance at January 1, 1999	\$ 8,121
Contributions	300
Interest income	357
Expenditures - awards	(140)
<b>Balance December 31, 1999</b>	<b>\$ 8,638</b>
Balance at January 1, 2000	\$ 8,638
Contributions	100
Interest income	452
Expenditures - awards	(200)
<b>Balance December 31, 2000</b>	<b>\$ 8,990</b>

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**LONG-TERM DEBT**

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PTLA has a mortgage payable in 180 monthly installments (due December 2008) including interest at prime plus 1.5% with a cap of 10%. Outstanding balances at December 31, 2000 and 1999 were \$48,811 and \$52,510, respectively, with rates at 10% for both years. The mortgage is secured by real estate in Augusta, Maine.

Long-term debt maturity is scheduled as follows:

2001	\$ 4,190
2002	4,629
2003	5,114
2004	5,649
2005	6,241
Thereafter	22,988
Total long-term debt	48,811
Less current portion	4,190
<b>Mortgage payable, net of current portion</b>	<b>\$ 44,621</b>

**PINE TREE LEGAL ASSISTANCE, INC.**  
**Notes to Financial Statements, Continued**

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**PRIVATE ATTORNEY INVOLVEMENT**

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PTLA was required by LSC to allocate a minimum of 12.5% of the total 2000 and 1999 LSC basic grant amount to provide for the involvement of private attorneys in the delivery of legal assistance to eligible clients. This requirement was met through PTLA's operation of the Maine Volunteer Lawyers Project, a project of the Maine Bar Foundation. PTLA operates the Project and provides staff, space, and administrative and logistical support.

PTLA's Private Attorney Involvement allocated revenues for 2000 and 1999 from its LSC general operations grant were \$154,305 and \$154,777, respectively, of which \$154,305 and \$154,777, respectively, was expended during the years ended December 31, 2000 and 1999. An additional \$302,600 and \$285,000, respectively, (excluding the value of donated services of \$1,564,509 and \$1,541,874, respectively) was allocated to project operations from Maine Bar Foundation and IOLTA funds received by PTLA for this purpose of which \$300,951 and \$275,923, respectively, was expended during the years ended December 31, 2000 and 1999. Total Private Attorney Involvement related expenditures in 2000 and 1999 were \$455,256 and \$430,700, respectively, representing 45.5% and 42.99%, respectively, of LSC's basic grant amount.

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**PENSION PLAN**

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PTLA provides retirement benefits for its employees through a Tax Sheltered Annuity (TSA) covering employees who have worked one year or more. The annual contribution rate (5% of salary for 2000 and 1999) is determined by labor negotiations. The employer contribution to the TSA for the years ending December 31, 2000 and 1999 was \$81,467 and \$65,756, respectively.

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**LEASE COMMITMENTS**

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PTLA conducts its operations from various leased facilities. Lease terms and conditions vary from location to location. The lease expense for 2000 and 1999 was \$115,787 and \$106,787, respectively. The following is a schedule of future minimum payments required under noncancellable operating leases, expiring through 2010, at December 31, 2000:

2001	\$ 77,000
2002	69,800
2003	73,850
2004	71,136
2005	64,800
Thereafter	285,150
<b>Total</b>	<b>\$ 641,736</b>

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**CONCENTRATIONS OF CREDIT RISK ARISING FROM CASH DEPOSITS IN EXCESS OF INSURED LIMITS**

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The Agency maintains its cash balances consisting of checking accounts and savings accounts in several financial institutions located in Maine. The balances are insured by various federal insurers up to \$100,000. In addition, one bank has entered into an agreement with the Agency, which provides a collateralized perfected interest in certain securities held by the bank for the checking account balance of the Agency. As of December 31, 2000, the Agency's cash balances were either insured by federal depository agencies or within the bank's collateralized agreement.

Schedule 1

PINE TREE LEGAL ASSISTANCE, INC.  
Schedule of Support, Revenue and Expenses and Changes in Net Assets for LSC Funds  
Year ended December 31, 2000  
(with comparative totals for December 31, 1999)

	General services	Specialized Services			Total	Total LSC Services	
		Migrant workers	Native American	Private attorney involvement		2000	1999
Support and revenue:							
Grant - LSC	\$ 846,296	69,027	67,542	154,305	290,874	1,137,170	1,143,717
Grant - IOLTA	-	-	-	-	-	-	-
Grant - MCLSF	-	-	-	-	-	-	-
Grants - other	-	25,038	-	-	25,038	25,038	74,445
Donated services	12,272	-	-	1,564,509	1,564,509	1,576,781	1,555,202
State appropriation	-	-	-	-	-	-	-
Interest income	32,513	-	-	-	-	32,513	23,122
Litigation reimbursement	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	3,290
Other revenue	28,737	-	-	-	-	28,737	28,638
Total support and revenue	919,818	94,065	67,542	1,718,814	1,880,421	2,800,239	2,828,414
Personnel:							
Salaries	459,244	48,384	32,039	72,593	153,016	612,260	620,648
Employee benefits	130,272	14,305	11,429	23,267	49,001	179,273	185,949
Total personnel	589,516	62,689	43,468	95,860	202,017	791,533	806,597
Other expenses:							
Legal consultants	12,272	-	-	1,564,509	1,564,509	1,576,781	1,555,202
Space and occupancy	50,786	2,717	3,739	10,072	16,428	67,314	71,626
Equipment rental	5,396	1,039	601	757	2,397	7,793	11,039
Office and consumable supplies	15,647	799	1,121	4,106	6,026	21,673	25,528
Telephone	19,087	3,237	1,244	9,609	14,090	33,177	44,094
Travel and meetings	12,615	4,075	3,996	1,203	8,374	20,989	25,477
Training materials and expenses	-	312	677	107	1,096	1,096	3,107
Library maintenance	2,328	-	130	232	362	2,690	10,169
Insurance	-	1,208	-	-	1,208	1,208	504
Dues and fees	1,015	227	175	66	468	1,483	1,584
Contracted services	1,774	-	4,829	-	4,829	6,603	17,492
Audit	-	-	-	-	-	-	-
Litigation and court costs	2,663	229	270	2,488	2,987	5,650	8,239
Other	4,166	385	140	2,107	2,632	6,798	6,160
Total other expenses	127,749	14,228	16,022	1,595,256	1,625,506	1,753,235	1,780,221
Administrative expense allocation	120,885	6,359	9,900	27,698	43,957	164,842	168,724
Total expenses	838,150	83,276	69,390	1,718,814	1,871,480	2,709,630	2,755,542
Increase (decrease) in net assets	81,668	10,789	(1,848)	-	8,941	90,609	72,872
Changes in net assets:							
Transfer for acquisition of property	(53,508)	(10,789)	-	-	(10,789)	(64,297)	(84,135)
Transfers	-	-	-	-	-	-	1,220
Transfer for debt repayment	(3,699)	-	-	-	-	(3,699)	(3,455)
Total changes in net assets	(57,207)	(10,789)	-	-	(10,789)	(67,996)	(86,370)
Net assets, beginning of year	12,034	-	75,091	-	75,091	87,145	200,643
Net assets, end of year	\$ 36,515	-	73,243	-	73,243	109,758	87,145

**PINE TREE LEGAL ASSISTANCE, INC.**  
**Schedule of Support, Revenue and Expenses and Changes in Net Assets for Non-LSC Funds**  
**Year ended December 31, 2000**  
**(with comparative totals for December 31, 1999)**

	General services	Migrant workers	Native American	Specialized Services		Total	Total Non-LSC Services	
				Domestic Violence Projects	Private attorney involvement		2000	1999
<b>Support and revenue:</b>								
Grant - LSC	\$ -	-	-	-	-	-	-	-
Grant - IOLTA	563,500	10,376	10,376	-	225,000	245,752	809,252	479,554
Grant - MCLSF	346,267	24,272	24,272	50,619	50,000	149,163	535,430	467,383
Grants - other	104,194	6,562	-	353,065	-	359,627	463,821	174,992
Donated services	-	-	-	-	-	-	-	-
State appropriation	133,245	7,403	7,403	-	-	14,806	148,051	148,051
Interest income	-	-	-	-	-	-	-	-
Litigation reimbursement	-	-	-	-	-	-	-	-
Contributions	79,042	4,405	4,405	-	27,600	36,410	115,452	97,090
Other revenue	10,250	-	-	-	-	-	10,250	-
Loss on disposition of assets	-	-	-	-	-	-	-	-
<b>Total support and revenue</b>	<b>1,276,498</b>	<b>53,018</b>	<b>46,456</b>	<b>403,684</b>	<b>302,600</b>	<b>805,758</b>	<b>2,042,256</b>	<b>1,367,010</b>
<b>Personnel:</b>								
Salaries	536,304	30,341	20,534	203,116	142,104	396,095	932,399	688,792
Employee benefits	157,913	8,970	7,326	64,660	41,777	122,733	280,648	180,370
<b>Total personnel</b>	<b>694,219</b>	<b>39,311</b>	<b>27,860</b>	<b>267,776</b>	<b>183,881</b>	<b>518,828</b>	<b>1,213,047</b>	<b>869,162</b>
<b>Other expenses:</b>								
Legal consultants	-	-	-	-	-	-	-	-
Space and occupancy	50,495	1,700	2,397	22,199	18,080	44,376	94,871	70,464
Equipment rental	4,791	650	386	2,385	1,359	4,780	9,571	9,466
Office and consumable supplies	16,255	503	867	8,028	7,812	17,210	33,465	27,176
Telephones	17,779	2,029	796	9,966	12,252	30,043	42,822	46,029
Travel and meetings	15,178	2,509	1,812	16,149	2,158	22,628	37,806	28,758
Training materials and expenses	1,210	195	83	-	193	471	1,681	4,258
Library maintenance	2,801	72	83	1,526	419	2,100	4,901	8,966
Insurance	-	-	-	-	-	-	-	246
Dues and fees	9,917	443	80	1,160	545	2,228	12,145	5,116
Contracted services	2,836	-	1,173	135	-	1,308	4,144	26,541
Audit	-	-	-	-	-	-	-	-
Litigation and court costs	17,786	142	172	3,291	4,466	8,071	25,857	9,354
Other	3,198	256	93	528	3,782	4,659	7,857	9,197
<b>Total other expenses</b>	<b>142,246</b>	<b>8,499</b>	<b>7,942</b>	<b>65,367</b>	<b>56,066</b>	<b>137,874</b>	<b>280,120</b>	<b>243,550</b>
<b>Administrative expense allocation</b>	<b>114,967</b>	<b>4,628</b>	<b>5,670</b>	<b>60,630</b>	<b>61,004</b>	<b>131,932</b>	<b>246,899</b>	<b>166,778</b>
<b>Total expenses</b>	<b>951,432</b>	<b>52,438</b>	<b>41,472</b>	<b>393,773</b>	<b>300,951</b>	<b>788,634</b>	<b>1,740,066</b>	<b>1,281,050</b>
<b>Increase in net assets</b>	<b>325,066</b>	<b>580</b>	<b>4,984</b>	<b>9,911</b>	<b>1,649</b>	<b>17,124</b>	<b>342,190</b>	<b>85,960</b>
<b>Changes in net assets:</b>								
Acquisition of property	(147,319)	-	-	-	(11,168)	(11,168)	(158,487)	(16,238)
Transfers	-	-	-	-	-	-	-	(1,220)
Note payments	-	-	-	-	-	-	-	-
<b>Total changes in net assets</b>	<b>(147,319)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(11,168)</b>	<b>(11,168)</b>	<b>(158,487)</b>	<b>(17,458)</b>
<b>Net assets, beginning of year</b>	<b>279,065</b>	<b>(580)</b>	<b>5,157</b>	<b>13,056</b>	<b>91,306</b>	<b>108,939</b>	<b>388,004</b>	<b>319,502</b>
<b>Net assets, end of year</b>	<b>\$ 456,812</b>	<b>-</b>	<b>10,141</b>	<b>22,967</b>	<b>81,787</b>	<b>114,895</b>	<b>571,707</b>	<b>388,004</b>



**PINE TREE LEGAL ASSISTANCE, INC.**  
**Schedule of Support, Revenue and Expenses**  
**Maine Volunteer Lawyers Project**  
**Years ended December 31, 2000 and 1999**

	LSC Private attorney involvement	Non-LSC Volunteer Lawyers Project	Total	
			2000	1999
<b>Support and revenue:</b>				
Grants and contracts	\$ 154,305	275,000	429,305	426,987
Donated services	1,564,509	-	1,564,509	1,541,874
Contributions	-	27,600	27,600	12,790
<b>Total support and revenue</b>	<b>1,718,814</b>	<b>302,600</b>	<b>2,021,414</b>	<b>1,981,651</b>
<b>Personnel:</b>				
Lawyers	72,593	142,104	214,697	190,080
Employee benefits	23,267	41,777	65,044	59,649
<b>Total personnel</b>	<b>95,860</b>	<b>183,881</b>	<b>279,741</b>	<b>249,729</b>
<b>Other expenses:</b>				
Legal consultants	1,564,509	-	1,564,509	1,541,874
Space and occupancy	10,072	18,080	28,152	31,840
Equipment rental	757	1,359	2,116	3,498
Office and consumable support	4,106	7,812	11,918	15,693
Telephone	9,609	17,252	26,861	31,392
Travel and meetings	1,203	2,158	3,361	2,795
Training materials and expenses	107	193	300	353
Library maintenance	232	419	651	2,103
Insurance	-	-	-	-
Dues and fees	66	545	611	1,471
Contracted services	-	-	-	5,853
Audit	-	-	-	-
Litigation and court costs	2,488	4,466	6,954	3,313
Other	2,107	3,782	5,889	3,674
<b>Total other expenses</b>	<b>1,595,256</b>	<b>56,066</b>	<b>1,651,322</b>	<b>1,643,859</b>
<b>Administrative expense allocation</b>	<b>27,698</b>	<b>61,004</b>	<b>88,702</b>	<b>78,986</b>
<b>Total expenses</b>	<b>1,718,814</b>	<b>300,951</b>	<b>2,019,765</b>	<b>1,972,574</b>
<b>Increase in net assets</b>	<b>-</b>	<b>1,649</b>	<b>1,649</b>	<b>9,077</b>
<b>Changes in nets assets:</b>				
Acquisition of property and equipment	-	(11,168)	(11,168)	(11,189)
Transfers	-	-	-	-
<b>Total changes in net assets</b>	<b>-</b>	<b>(11,168)</b>	<b>(11,168)</b>	<b>(11,189)</b>
<b>Net assets, beginning of year</b>	<b>-</b>	<b>91,306</b>	<b>91,306</b>	<b>93,418</b>
<b>Net assets, end of year</b>	<b>\$ -</b>	<b>81,787</b>	<b>81,787</b>	<b>91,306</b>



## **SERVICE ON THE PINE TREE BOARD OF DIRECTORS**

Pine Tree Legal Assistance is directed by an active 36 member Board, drawn from around the State of Maine and including representatives of many different communities, client populations and concerns. Board composition is defined by the Legal Services Corporation at 45 CFR Part 1607 (<http://www.lsc.gov/pressr/regulati/1607.htm>). All Board members share a commitment to justice for low-income Maine residents and a willingness to provide time and energy to supporting Pine Tree as an organization.

- 22 Board members must be attorneys licensed to practice in the State of Maine;
- 12 Board members must be individuals financially eligible to receive assistance from Pine Tree Legal Assistance (e.g., household incomes at or below 125% of the federal poverty guidelines)
- 2 Board members serve as at-large members and are elected by the full Board at the Annual meeting in September.

Board members are expected to serve a minimum two-year term, but may be reappointed or re-elected for an indefinite number of terms. Typically, the 36 member Board includes a mix of very experienced and new members.

Board meetings take place in Augusta, Maine, typically on a weekday afternoon starting at 1 pm. There are five to six Board meetings a year: Board members are strongly encouraged to attend all Board meetings, or to notify staff or the Board President in advance if they are unable to do so. Board participation is one of the factors that is considered by the Nominations Committee in encouraging or discouraging Board members to seek renewal of their appointments beyond the initial term of service.

## **BOARD COMMITTEES**

Board members are also expected to serve on one or more Board committees to which they are appointed by the President. These standing committees include the following:

- **Executive Committee:** This committee develops initial policies; acts as sounding board for Executive Director; coordinates all other board committees; performs Board evaluation; Monitors, Nurtures and Evaluates Executive Director; and acts for full Board when so authorized or in exigent circumstances
- **Finance Committee:** This Committee ensures accurate and complete financial records are maintained; Ensures accurate, timely and meaningful financial statements are prepared and presents same to the Board regularly; reviews draft budgets (prepared by staff); presents to Board; anticipates financial problems and possible mitigants; oversees safeguarding of organization's assets; ensures

compliance with federal, state and other reporting requirements; recommends selection of auditor; meets with auditor at exit interview.

- **Nominating Committee:** This Committee assesses Board's current composition and identifies needs; develops Board Member Job Description and recruitment plan; clearly communicates expectations to appointing organizations; identifies and continuously adds to pool of prospective board members; cultivates the interest of prospective board members; informs and orients new board members; evaluates, in consultation with the Board President, member performance for reappointment; and reports annually to the Board on its activities
- **Program Committee:** This committee develops plan for solicitation of input on needs of low-income clients; establishes and maintains contact with representative organizations and institutions that work with low-income individuals; conducts program priority assessments of the needs of low-income clients at least every three years; prepares Priority Plan for Board consideration and adoption and conducts annual assessment of Pine Tree's performance to its Priority Plan, objectives and reports to the Board.
- **By-Laws Committee:** This Committee reviews and revises the by-laws as necessary
- **Grievance Committee:** This Committee hears client grievances and such other matters as may be referred to it by the Board or the President. Typically, the grievances would involve services provided or refused by Pine Tree
- **Negotiating Committee:** This Committee develops and presents the corporation's position in contract negotiations with the Paralegal and Attorney Unions and works with the Executive and Finance Committees in developing the corporation's positions in negotiations.

(The work of two standing committees, the Planning Committee and the Fundraising Committee, has been absorbed by other groups within the past year.)

**Committee chairpersons** have special responsibilities for the work of their committees:

- (1) Assume responsibility for the substantive work specifically assigned by the Board to the committee.
- (2) Establish annual goals and timelines for the completion of that assignment:
- (3) Set the tone for committee work, ensure that members have the information necessary to perform their jobs, and oversees the logistics of the committee's operation. As the committee's link to the Board, consults with and reports to the Board President as necessary.
- (4) Assign work to committee members, set meeting agendas and runs meetings. Ensure distribution of minutes and reports to members;

- (5) Report to the full board on committee decisions, policy recommendations and other committee business;
- (6) Initiate and lead the committee's annual evaluation process, a process in which committee members review their accomplishments in relation to committee goals and reflect on areas of the committee's work that need improvement.

### **BOARD MEMBER DUTIES**

Board member duties can loosely be characterized as follows:

#### **Organizational:**

- (1) Review and the organization's mission, values and beliefs: Keep them in clear focus, interpreting PTLA and its mission to the outside world;
- (2) Set strategic direction: Oversee, update and approve strategic plans. Follow trends in PTLA's fields of interest;
- (3) Establish policies to ensure that PTLA is run effectively, legally and ethically;
- (4) Hire (fire), supervise, evaluate and support the Executive Director;
- (5) Secure adequate financial resources for the sustained health of PTLA;
- (6) Read and understand PTLA's financial statements as a means to monitor financial performance;
- (7) Appraise PTLA's program and performance on an on-going basis;
- (8) Appraise the Board's performance on an on-going basis.

#### **Personal**

- (1) Educate oneself about the needs of those serving and served by PTLA. Get to know the staff and issues affecting one's nearest PTLA field office;
- (2) Attend all board meetings as scheduled. If a conflict arises that prevents attendance, advanced notice to the Board President is expected. Be well informed on issues and agenda items in advance of meetings. (Read materials sent prior to meetings);
- (3) Serve on more or more committees and regularly attend meetings. Participate in organizational decision-making;
- (4) Work closely and cooperatively with other board members. Listen respectfully to differing points of view;
- (5) Attend board retreats, in-service workshops and other Board development activities;
- (6) Advance diversity: effectively advocate based on one's experience and organizational representation while seeking to serve PTLA as a whole;
- (7) Avoid even the appearance of a conflict of interest that might embarrass the Board or PTLA;
- (8) Contribute personally, to the extent possible, in PTLA's fundraising activities.

Listed below are specific action steps all Board Members are strongly encouraged to take as a way to enhance their effectiveness as a Board Member of Pine Tree Legal Assistance:

- (1) Develop a relationship with the Directing Attorney in the nearest Pine Tree office. Visit the office. Meet with the staff. Learn of the issues most commonly affecting clients in that area. Learn of the needs of that office;
- (2) Meet with the other Board Members from your area. Get to know them and the perspectives they bring to Pine Tree;
- (3) Call or visit several organizations in your area that address the needs of clients also served by Pine Tree. Understand their missions and how Pine Tree's work can complement them (and vice versa);
- (4) Read Ten Basic Responsibilities of Nonprofit Boards. (A copy is included in the Board Notebook.) Clarify or sharpen your own understanding of what Board membership means;
- (5) Read PTLA's Bylaws and other relevant structural documents to understand Pine Tree's Committee structure, the specific tasks assigned to the committee(s) you are a member of, and your role as a committee member;
- (6) Study the budget. Understand the various grant streams funding the different programs within Pine Tree. Note the major sources of revenue, and the major areas of expense;
- (7) Study Pine Tree's Program Priorities. They are the concrete goals of our mission;
- (8) Read and be aware of the various Program Restrictions imposed by the Legal Services Corporation on Pine Tree's activities.

**Board Expense Policy**  
**(Low-Income and At-Large Directors)**

Pine Tree reimburses low-income members of the Board of Directors for reasonable travel and out-of-pocket expenses required for the fulfillment of membership obligations. The reimbursement form is attached. Members complete it at the meeting and receive a check for the approved amount.

On occasion client Board members attend an out-of-state meeting or workshop related to their Board duties. Pine Tree may advance necessary travel expenses if requested. Such a request must be made far enough ahead of the travel so that a check can be sent to the member making the request. Expenses will be paid according to the reimbursement policies below.

The following policies govern expense reimbursement:

1. Mileage to and from meetings is reimbursed at the rate of 31.5 cents per mile. (or allowable IRS maximum,)
2. Meals are reimbursed up to a maximum of \$21.00 per day for 3 meals, with appropriate reductions for fewer than 3 meals.
3. If overnight accommodations are necessary, lodging at reasonable rates will be reimbursed. Receipts are required.
4. Turnpike tolls and parking are reimbursed. Receipts should be provided.
5. Unavoidable child care expenses will be reimbursed at reasonable rates.
6. Other out-of-pocket expenses will be reimbursed when receipts and a brief explanation of the expense is provided.
7. LSC regulations do not allow us to "compensate" Board members, so we cannot reimburse working members for lost wages per LSC's stated policy.

If you have questions about reimbursable expenses, please talk to Susie or Ellie in advance of incurring the expense if possible.

9/21/00

PINE TREE LEGAL ASSISTANCE, INC.

BYLAWS

ARTICLE I - GENERAL

Section 1.01: Name: The name of the Corporation is PINE TREE LEGAL ASSISTANCE, INC.

Section 1.02: Offices: The principal office of the Corporation shall be at Portland, Maine. The Corporation may have offices at such other place or places within the State of Maine as the Board of Directors may from time to time appoint or the business of the Corporation may require.

Section 1.03: Fiscal Year: The fiscal year shall be as determined from time to time by vote of the Board of Directors.

ARTICLE II - PURPOSES

Section 2.01: Purposes: To provide for the furnishing of legal services and assistance to those people who would not otherwise be able to afford the services of a lawyer, and to provide for the furnishing of legal services and assistance in all cases except those prohibited by federal statute or administrative regulation and to do all things necessary, useful, or convenient for the establishment of a system of legal services and assistance within the State of Maine.

Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organization set forth in section 501 (c) of the Internal Revenue Code and its Regulations as the same now exist or as hereafter amended.

The Corporation is not organized for profit, and no part of the net earnings of the Corporation shall inure to the benefit of any private member or individual. In the event of liquidation or dissolution of the Corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the Corporation from any source, after the payment of all debts and obligations of the Corporation, shall be used and distributed exclusively for the purposes within those set forth above and within the intent of section 501 (c) of the Internal Revenue Code and its Regulations as the same now exist or as hereafter amended.

ARTICLE III - MEMBERSHIP

Section 3.01: Membership: The membership shall consist of the Directors and all other interested persons within the State of Maine



who shall have demonstrated such interest by attending the last Annual Meeting of the Corporation and who shall have signed a membership register at such meeting as well as such persons within the State of Maine who shall have given written notice of intent to become a member at least three (3) months prior to the Annual Meeting. Such written notice may be delivered to any office of the Corporation within the State of Maine.

Employees of Pine Tree Legal Assistance, Inc., may not serve as members of the Corporation. Former Pine Tree Legal Assistance, Inc., employees may become members of the Corporation upon the termination of their employment.

**Section 3.02: Annual Meeting:** The Annual Meeting of the Corporation shall be held in the month of September in each year at which time annual reports of activities shall be presented, new Attorney and Low-Income members shall be recognized, and At-Large Director(s) shall be elected. Written notice will be provided to all members of the Corporation fourteen (14) days prior to the Annual Meeting. Such notice will state the time, date, place, and agenda of the meeting. Notice of the Annual Meeting will be published in newspapers and posted in other prominent places.

#### ARTICLE IV - DIRECTORS

**Section 4.01: Number:** The Board of Directors shall consist of not more than thirty-six (36) directors.

**Section 4.02: Duties:** Except as otherwise provided by law, the business of the Corporation shall be managed by the Board of Directors who may exercise all the powers of the Corporation. Without restricting the generality of the foregoing, the Board of Directors shall have the following specific duties:

(a) To manage and administer the affairs of the organization between meetings of the Corporation.

(b) To create such committees as it deems expedient for the carrying out of the Corporation's purposes, including establishment of the composition and duties of all such committees.

(c) To supervise the work of all committees.

(d) To employ such persons as it may deem necessary for the successful prosecution of the objects of the Corporation.

(e) To give a full and complete report of its activities at the Annual Meeting of the Corporation.

(f) To recommend to the Members such Bylaws for the government of

the Corporation as may be consistent with its purposes and designated to carry out its objects.

**Section 4.03: Selection:**

(a) **Low-Income Representatives:** Twelve (12) of the Directors shall be representatives of Low-Income Organizations operating within the State of Maine and must be low-income persons as defined by the Corporation standard of eligibility. Each year the Board of Directors shall designate six (6) Low-Income Organizations to appoint Low-Income Directors to the Board. The governing body of each of the six Low-Income Organizations shall appoint one (1) Low-Income Director to the Board. The governing body of each Low-Income Organization shall certify that the individual appointed to the Board meets the Corporation's client eligibility standards.

The Board of Directors shall ensure that Low-Income Organizations represented by Low-Income Directors on the Board are organizations that demonstrate:

(1) that their purposes and goals are consistent with those of the Corporation;

(2) that they represent a significant constituency and have an active membership; and

(3) that they have a recognizable organizational structure and active governing body.

The Board of Directors will strive to ensure broad representation of low-income persons throughout the State of Maine when designating Low-Income Organizations to make Low-Income Director appointments. The Board of Directors may designate the same Low-Income Organization in consecutive years, and for any number of years, provided the standards of this section are satisfied.

(b) **Attorney Directors:** Twenty-two (22) of the Directors shall be lawyers admitted within the State of Maine. Sixty (60) days prior to the Annual Meeting, nominations for Attorney Representatives shall be solicited from appropriate bar associations and other groups including, but not limited to, law schools, civil rights or anti-poverty organizations, and organizations of eligible clients.

A majority of the Attorney Representatives must be appointed by the Board of Governors of the Maine State Bar Association. The Directors so appointed may be from the list of Nominees.

When appointing Attorney Directors, the Board of Governors shall ensure that the Directors are committed to the purposes of the Corporation and eligible under Section 4.13 of these Bylaws.

The Board of Governors shall ensure that the Attorney Directors include women and members of minorities served by the Corporation if such minorities are available and willing to serve, and shall ensure that the Attorney Directors reasonably reflect the population of the areas served.

(c) At-Large Directors: Two (2) Directors shall be elected At-Large with nominations being received from the membership at the Annual Meeting or prior thereto by letter to the Corporation from any individual or organization within the State of Maine.

(d) Emeritus Directors: The Directors may elect one or more emeritus directors to serve on the Board without term. Emeritus directors may be chosen from among retiring directors or those no longer eligible to serve as a regular Board member. Selection is to be based on length of service, quality or quantity of contribution to Pine Tree over a substantial period of time, or such other standards or qualifications as the Board may from time to time choose to apply. Emeritus directors will be ineligible to vote or hold office, and will not ordinarily be expected to serve on any Board committees. Emeritus directors may be appointed by a vote of the directors present at the annual meeting or at any regularly convened meeting of the Board. To the extent an emeritus director would be eligible for reimbursement of expenses were he or she a sitting director, he or she will be eligible as an emeritus director.

(e) Reappointment: The President, in conjunction with any committee established to oversee the nominating process, will evaluate each Director's participation on behalf of the Corporation, including but not limited to attendance at Board meetings, and may comment to the organization that appointed the Director regarding the Director's suitability for reappointment.

Section 4.04: Terms: Directors shall serve terms of two years in length. Half of the Directors shall serve terms expiring at the Annual Meeting in even-numbered years, and half of the Directors shall serve terms expiring at the Annual Meeting in odd-numbered years. Each Director shall be appointed or elected to serve until his or her successors are appointed or elected and are qualified.

Section 4.05: Annual Meetings: The newly formed Board of Directors shall meet directly following the adjournment of the Annual Meeting of the Corporation. Written notice of this meeting shall be provided to all Board members and to the public at large at the same time. That notice will state the time, date, place, and agenda for the meeting. Notwithstanding the above, the newly-formed Board of Directors may vote not to hold its first meeting at this time but may instead set a date for the first meeting. In such event, notice will be provided as set out in Section 4.06.

**Section 4.06: Meetings:** The Board of Directors shall meet at least four (4) times each year. Meetings of the Board of Directors, other than the Annual Meeting, may be called by the President on fourteen (14) days written notice to each Director. Such notice will state the time, date, place, and agenda for the meeting. Ten (10) Directors may call or give notice of special meetings over their own signature. Notice of all Board meetings will be published in a newspaper and posted in other prominent places.

**Section 4.07: Place of Meetings:** The Directors may hold their meetings and have an office or offices to keep the books of the Corporation in the municipality in which the Corporation is located or at such other place or places within the State of Maine as they may from time to time determine.

**Section 4.08: Quorum:** Except as may be otherwise specifically provided by statute, attendance by at least ten (10) Directors shall constitute a quorum at all meetings for the transaction of business.

**Section 4.09: Resignation:** Any Director may resign by giving written notice to the President or Secretary. Such resignation shall take effect at the time or upon the event specified therein, or, if none is specified, upon receipt. Unless otherwise specified in the resignation, its acceptance shall not be necessary to make it effective. If at any time the President reasonably believes that a Board member is no longer residing in the State of Maine, the President shall deem that the member has resigned, thereby creating a vacancy. If at any time prior to the filling of said vacancy, the individual appears before the Board to dispute the President's decision, then the Board may review the decision.

**Section 4.10: Vacancies:** If the office of an At-Large Director becomes vacant, the Board of Directors may elect a new Director to fill out the unexpired term of the former Director. If the office of a Low-Income Director becomes vacant, the Board of Directors may designate a Low-Income Organization (which demonstrates the criteria set forth in Section 4.03) to appoint a new Director to fill out the unexpired term of the former Director. If the office of an Attorney Director becomes vacant, the Board of Governors of the Maine State Bar Association (or other appointing organization) may appoint a new Director to fill out the unexpired term of the former Director. Notice shall be given seeking nominees to fill an At-Large Director vacancy. A majority vote of the Directors present at a regular or special meeting shall be necessary for the election of a new At-Large Director.

**Section 4.11: Removal:** Any Director may be removed at a special meeting of the Directors called for that purpose by the affirmative vote of two-thirds (2/3) of the Directors then serving. No Director shall be removed except for just and sufficient cause.

**Section 4.12: Attendance:** Directors are expected to maintain regular attendance at Board and Committee meetings.

**Section 4.13: Application for Position:** Any Board member who applies for a position at Pine Tree Legal Assistance, Inc., must resign from the Board on or before the submission of an application.

**Section 4.14: Conflicts of Interest:** No Board members shall use any resources or facilities of Pine Tree Legal Assistance, Inc., for his/her personal benefit. Nothing in this Bylaw shall limit provision of legal services to Board members who are eligible clients.

#### **ARTICLE V - OFFICERS**

**Section 5.01: Officers:** The Officers of the Corporation shall consist of a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers with such other titles as the Board of Directors may determine.

The President and other officers shall be members of the Board of Directors.

**Section 5.02: Duties:** The Board of Directors shall prescribe the duties of the Officers of the Corporation and the manner of executing deeds, contracts, and other instruments and performing the acts and orders of the Board of Directors and the powers of officers and agents in respect thereof, except as any power may be exclusively vested in a particular office or the manner of execution defined, by these Bylaws or by law.

**Section 5.03: Election:** All officers shall be elected by the Board of Directors at the first meeting of the Board of Directors following the Annual Meeting of the Corporation.

**Section 5.04: Term of Office:** The Officers of the Corporation shall hold office for terms of one year in length and shall continue to serve until their successors are duly elected and qualified.

**Section 5.05: President:** The President shall preside at all meetings of the Corporation and the Board of Directors. The President shall appoint and serve ex-officio on all committees. The President shall call special meetings of the Corporation or Board of Directors, pursuant to Section 4.06, or upon the written request of ten (10) members of the Board of Directors.

**Section 5.06: Vice-President:** The Vice-President, or if there is more than one, the Vice-Presidents, shall perform such duties on behalf of the Corporation as may be respectively designated to the Vice President or Vice-Presidents from time to time by the Board of

Directors or the President.

**Section 5.07: Secretary:** The Secretary shall provide for the keeping of the minutes of the meetings of the Corporation and the Board and related records and documents of the Corporation.

**Section 5.08: Treasurer:** The Treasurer shall monitor the receipt, collection and payment of all monies subject to the order of the Board of Directors. The Treasurer shall provide for a correct account in detail of all monies received and expended by the Corporation and shall render a report in writing at the Annual Meeting. The Treasurer shall have authority, in connection with the normal business of the Corporation, to sign contracts, bids, bonds, powers of attorney, and other documents when required. An auditor shall audit all bills and accounts of the Treasurer and report in writing whether they are correct. The acceptance of the auditor's report carries with it the acceptance of the Treasurer's report.

**Section 5.09: Resignation:** Any Officer may resign by giving written notice to the President or Secretary. Such resignation shall take effect at the time or upon the event specified therein, or, if none is specified, upon receipt. Unless otherwise specified in the resignation, its acceptance shall not be necessary to make it effective.

**Section 5.10: Removal:** Any Officer may be removed at a special meeting of the Directors called expressly for that purpose by the affirmative vote of two-thirds (2/3) of the Directors then serving. No director shall be removed except for just and sufficient cause.

**Section 5.11: Vacancies:** If any office becomes vacant, the Board of Directors, by a majority vote, may choose a successor or successors who shall hold office for the unexpired term(s) for which such vacancy or vacancies occur subject, however, to the right of removal provided for in Section 5.10.

**Section 5.12: Executive Committee:** There shall be an Executive Committee of the Board, comprised of the President, the Vice-President, the Secretary, the Treasurer, and three (3) other members appointed by the President. This committee shall be constituted annually subsequently to the Annual Meeting. There shall be at least two (2) attorney and two (2) client members of the Executive Committee.

#### **ARTICLE VI - VOTES AND AMENDMENTS**

**Section 6.01: Amendment:** Bylaws may be amended or repealed at any meeting of the Board of Directors by two-thirds (2/3) vote of the Directors present if notice of the proposed amendment or repeal is given by mail to each Director at least fourteen (14) days before the meeting at which action is to be taken.

**Section 6.02: Voting Procedures:**

(a) A motion made at a regularly convened meeting of the Board may be passed by a majority vote of Directors present and voting, unless, otherwise set forth in these Bylaws.

(b) Upon motion, and approval by a majority vote of Directors present and voting at a regularly convened meeting, the Directors may authorize subsequent specific action by majority vote of the Executive Committee which vote shall be binding upon the Board and shall be reported at the next regularly scheduled meeting of the Board.

(c) In a situation where the President deems immediate action is necessary, the Executive Committee may be convened or may meet by a conference telephone, and may, by two-thirds (2/3) vote, take any appropriate action. In such a circumstance, a full Board meeting shall be convened as soon as possible thereafter, and the action of the Executive Committee shall be deemed ratified unless the full Board shall reverse the Committee's decision by a two-thirds (2/3) or more vote of the Directors present and voting.

(d) Directors, the Executive Committee, and any other committee designated by the Board may participate in a meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation by such means shall constitute presence at a meeting.

(e) Any action which may be taken at any meeting of the Directors, Executive Committee, and any other committee designated by the Board, may be taken without a meeting if all the Directors, or all members of the committee, as the case may be, consent to the action in writing and the written consents are filed with the records of the meetings of the Board of Directors, or said committee. Such consents shall be treated for all purposes as a vote at a meeting.

**ARTICLE VII - INDEMNIFICATION**

**Section 7.01: Indemnification:**

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation), by reason of the fact that the person is or was a director, officer, employee, or agent of the Corporation, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding if the person acted in

good faith and in a manner the person reasonably believed to be in the best interests of the Corporation and, with respect to any criminal action, suit, or proceeding had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation and, with respect to any criminal action, or proceeding had reasonable cause to believe that the person's conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the Corporation, except that no indemnification shall be made in respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in paragraphs (a) and (b) of this section or in the defense of any claim, issue, or matter therein, the person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in paragraphs (a) and (b) of this section, respectively. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of directors eligible to vote who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.



(e) Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board in any case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Corporation as authorized in this section.

(f) The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, or vote of disinterested directors or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Revisions approved by the Board of Directors - October 30, 1990

Amendments approved to §4.10 and §5.14 by the Board of Directors - April 24, 1991

Amendments approved to §4.03(a) and §4.12 by the Board of Directors - November 7, 1991

Amendment approved to § 5.14 by the Board of Directors -October 25, 1994

Amendments approved to §4.03(b) and (d) by the Board of Directors - Sept. 24, 1996

Amendment approved to §5.04 by the Board of Directors -July 14, 1999

Amendments approved to §4.02(b), §4.03(e), §4.04, §4.10, §4.11, §4.12, §5.04, §5.07, §5.08, §5.13, §5.14, §5.15 and §7.01(a) through (f) by the Board of Directors on September 21, 2000.

## State of Maine

### Certificate of Organization of a Corporation, under Title 13, Chapter 81 of the Revised Statutes, and Amendments thereto.

The undersigned, officers of a corporation duly organized at 193 State Street  
in the <sup>City</sup> ~~State~~ of Augusta, State of Maine, on the 14th day of  
June A.D. 1966, hereby certify as follows:

The name of said corporation is Pine Tree Legal Assistance, Inc.

The purposes of said corporation are \_\_\_\_\_

To provide for the furnishing of legal services and assistance to those people residing in the State of Maine who would not otherwise be able to afford the services of a lawyer, and to provide for the furnishing of legal services and assistance in all cases except those which would generate or involve a fee for a private attorney handling the case; and to do all things necessary, useful, or convenient for the establishment of a system of legal services and assistance within the State of Maine.

Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organization set forth in Section 501(c) of the Internal Revenue Code and its Regulations as the same now exist or as hereafter amended.

The corporation is not organized for profit, and no part of the net earnings of the corporation shall inure to the benefit of any private member or individual. In the event of liquidation or dissolution of the corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the corporation, shall be used and distributed exclusively for purposes within those set forth above and within the intent of Section 501(c) of the Internal Revenue Code and its Regulations as the same now exist or as hereafter amended.

Said corporation is located in the City of Augusta County of Kennebec State of Maine.

The number of officers is 4 and their names are as follows:

President Seward B. Brewster

Vice-President William Jabine

Secretary Mrs. Elizabeth Street

Treasurer Mrs. Elizabeth Street

Directors Seward B. Brewster, William Jabine, Mrs. Elizabeth Street, John D. Arthur and John L. Merrill

Witness our hands this 14th day of June A.D. 1966

Seward B. Brewster President

Mrs. Elizabeth Street Treasurer

Seward B. Brewster

William Jabine

John D. Arthur

John L. Merrill

Directors

or

Trustees



# Ten Basic Responsibilities of Nonprofit Boards



*Never doubt that a small group of committed citizens can change the world. Indeed, it is the only thing that ever has.*

Margaret Mead



A voluntary spirit and philanthropic instinct permeate most societies in the shape of informal community groups, religious organizations, or charitable nonprofit organizations. Nowhere else does this ethic take on more form and substance than through service on the governing board of a nonprofit, voluntary organization.

The functions of governing boards and trusteeship are receiving attention as never before. The volume of information available on organizational governance continues to grow. Board members are reading more, programs of trustee education and board development are more commonplace, and there is growing acceptance of the notion that effective governance determines organizational effectiveness. Leadership must increasingly come from both strong executives and strong boards.

The purpose of this booklet is to clarify and distinguish the responsibilities of the board as a collective entity and those of individual board members. The first step to effective board service is to reduce the many ambiguities that inevitably accompany it. This booklet reflects five assumptions toward this end:

1. Board and board member responsibilities are fundamentally the same for all organizations (although nearly everyone feels that his or her organization is unique and special).

2. How boards and board members actually fulfill their responsibilities will vary according to, among other things, whether the organization is membership-based, whether its budget and staffing levels are modest or substantial, and whether it is newly formed or has a long history of growth and development.
3. No generic model of board size, composition, or organization has proven itself viable in all circumstances. On the other hand, a body of knowledge has evolved that argues for certain structures, policies, and practices that consistently work better than others.
4. All organizations undergo a metamorphosis over time that calls for periodic review, fine-tuning, and sometimes major overhaul of their governance structures. Organizational performance, like human performance, is cyclical in effectiveness and in need of renewal as it evolves over time.
5. Boards and board members perform best when they exercise their responsibilities primarily by asking good and timely questions rather than by "running" programs or implementing their own policies. Board/staff relationships are what they should be when mutual expectations are agreed upon and issues and responsibilities are clearly defined.

The following ten governing board functions can be adapted for inclusion in bylaws or other policy documents. They, together with the individual board member's responsibilities suggested at the end of this booklet, offer criteria against which to review performance periodically and to ensure a measure of accountability.

## 1. Determine the Organization's Mission and Purposes

The board is fundamentally responsible for defining the organization's mission and what it strives to accomplish. A commitment to the organization's mission should drive the board's sense of public accountability. This usually takes the form of a written mission statement ranging from a paragraph to a full page. In addition to ensuring that the organization has an up-to-date statement of what it is, represents, and does, the board should periodically review its adequacy, accuracy, and validity. Although the board is wise to consult with the organization's "shareholders"—such as its members, volunteers, staff, clients served, or national or state offices—when revising or updating the organization's mission, it is ultimately the board's responsibility to adopt it.

A widely distributed statement of mission and purposes should articulate what the organization does, why it does it, and whom it serves. It should explain what makes the organization distinctive and special and present a compelling reason for individuals, foundations, and corporations to support it financially.

An adequate statement of mission and purposes should serve as a guide to organizational planning, board and staff decision-making, volunteer initiatives, and setting priorities among competing demands for scarce resources. The board should assess program activities against the mission to ensure that the organization is not drifting away from its original purposes. The mission sets the stage for developing fund-raising strategies and strategic planning as well as the board's many other responsibilities.

## 2. Select the Chief Executive

The responsibility of choosing the chief executive undoubtedly has the greatest impact on the organization's development and effectiveness. While this function may also be shared with others who have a stake in the outcome, the final decision is, and should be, the board's to make.

The board may choose to hire an executive search consultant to help recruit a strong field of candidates, or it may prefer to execute the search on its own. A carefully considered search process is essential, of course, but in order for a chief executive to perform effectively, the board must recognize its duty to provide a positive working environment. Prior to a search process, the board should:

- ◆ Review the organization's statement of mission and purposes and ensure its adequacy;
- ◆ Conduct an inventory of the organization's major strengths and needs;
- ◆ Establish specific long-term priorities for the next period of executive leadership;
- ◆ Establish clear objectives and clarify expectations for at least the first year of the new chief executive's service;
- ◆ Articulate the particular characteristics, skills, and style it seeks in its new chief executive;
- ◆ Provide an adequate compensation package and other employment terms;
- ◆ Clarify its own functions as distinct from those of the chief executive and staff, including recognizing the chief executive's exclusive responsibility to select and supervise a management team without board interference; and
- ◆ Prepare a comprehensive job description that reaffirms that the organization's chief executive is the chief *staff* officer (by whatever title). There should be no ambiguity with the position of top elected *board* officer on this matter.

### 3. Support the Chief Executive and Assess His or Her Performance

The chief executive needs consistent moral and substantive support from the board. Although the primary responsibility for supporting the chief executive often falls to the board's top elected officer, it remains a board function. Some boards have found it useful to assign the responsibility for assessing the chief executive's performance to the executive committee. This helps, but the board as a whole should ensure that the chief executive:

- ◆ Receives frequent and constructive feedback;
- ◆ Is assisted when board members overstep prerogatives or misunderstand their roles;
- ◆ Feels that his or her performance is being assessed in relation to the board's performance;

- ◆ Is introduced to other community leaders and organizations;
- ◆ Is invited to important social functions;
- ◆ Is complimented for exceptional initiatives;
- ◆ Is encouraged to take professional and personal leaves for renewal; and
- ◆ Feels that the board is aware of and sensitive to family situations and needs.

With regard to informal and formal performance reviews, the board and chief executive should agree on purposes and processes. This delicate business is helped immeasurably if annual goals and objectives are mutually discussed and agreed on; they become the primary criteria for review, through informal and candid discussion.

The formal, periodic, and comprehensive review process can be especially challenging for everyone concerned. The board performs this function best, as part of its responsibility to be supportive, when the board and chief executive have agreed on these points:

- ◆ The primary purpose of the evaluation is to help the chief executive perform more effectively. (Ideally, to keep the process healthy and constructive, compensation increases and contract renewal decisions should *not* be the primary purpose for conducting the process.);
- ◆ The chief executive should be consulted on the process of review well before it is initiated; and
- ◆ The board and chief executive need to accept the fact that their effectiveness is interdependent; neither can be assessed completely independently.

Given the importance and delicacy of comprehensive executive performance assessment, and assuming performance reviews will be conducted at regular intervals by standing board policy, many boards and executives have found it useful to secure mutually agreed-upon and qualified third-party services from outside the organization. Such an initiative, perhaps every three to five years, brings professionalism, objectivity, and perspective that almost always justifies the required financial investment. An outside person acceptable to the chief executive and the board can assess both chief executive performance and an-

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organizational or governance constraints and make recommendations helpful to everyone.

#### 4. Ensure Effective Organizational Planning

The planning process enables the board and staff to translate the broad mission of the organization into objectives and goals that can be measured and accomplished. The conventional wisdom is that boards should insist that comprehensive organizational planning is done and done effectively. The perplexing questions for board and staff are: who should carry out strategic planning, and how can busy volunteer board members meaningfully be involved in the process? Opinions differ on how these questions should be answered, but there is wide unanimity on at least these principles:

- ◆ Board members must be involved extensively in the strategic planning process if they are to assume proper "ownership" of the plan and otherwise help to implement many of the plan's goals and objectives, including the acquisition of new resources. Their role is essentially one of asking good questions, expecting good answers, and serving as resources in areas of personal and professional expertise.
- ◆ The board's committee structure offers particularly helpful opportunities to engage board members in certain areas to be addressed in the plan. Functional areas not obviously tied to board standing committees could be handled by the executive committee.
- ◆ The board should formally and enthusiastically approve the plan following an extended period of consultation and opportunity for revision. While some long-range forecasts can be made, it is probably best not to cover more than a three-year period. Annual progress reports by the chief executive will keep the staff accountable and the board aware of progress on priorities.

When there is professional staff, the conduct and coordination of planning is best entrusted to it. We should not expect volunteer board members to be full-time authorities on programmatic, financial, and managerial issues, or to commit to more and longer meetings. The organization's chief executive and staff must share at least as much

enthusiasm and ownership as does the board, and perhaps even more because they bear the primary responsibility for implementing the plan.

This is not at all to minimize the board's vital involvement in the planning process, however. Because board members are, or should be, free of vested interest and are responsible for considering issues and rendering judgments for the organization as a whole, and because they must ultimately assess the quality of the goals and objectives resulting from the process, they should be involved extensively in it. Illustrative of the kinds of questions that board members should resolve are these:

- ◆ Does the mission statement need fine-tuning or a major adjustment?
- ◆ Are the plan's underlying assumptions about the organization and its external environment comprehensive and plausible? Are any major factors missing?
- ◆ What are the cost-benefit ratios for each of the organization's current programs and services? Are any peripheral to the organization's primary purposes? Which should be retained? Which should be discontinued or modified?
- ◆ How can the organization effectively reach more people in its programs and services? Which of the proposed initiatives hold the best and most realistic promise in this regard? Are new priorities clear and the proposed means of paying for them realistic? Which can or should be self-supporting and which should be operated at a loss?
- ◆ What are the staffing implications of proposed new programs and services? How will the organization pay for additional staff positions?
- ◆ Is it time for a comprehensive review of the organization's governance structure? Should the board conduct an assessment of its own role, membership, organization, and performance as part of, or in advance of, the planning process itself? How should this be done?
- ◆ Looking at recent income and expenditure trends, how realistic are projections? What goal should the organization strive to

achieve for financial reserves (e.g., at least one-half of its annual operating budget)?

- ◆ Is the organization adequately staffed to conduct an ambitious set of fund-raising initiatives? Are the chief executive's and board's roles clear on this score?

Planning occurs at various levels within an organization depending on its size and complexity, the attitudes of the chief executive, staff, and board concerning its relative importance, and any other circumstances. Planning can be "operational" (day-to-day), "short-term" (ad hoc to meet a specific priority), or "long-range" or "strategic" (comprehensive and very forward-looking). The board should insist on the latter, but we should remember that all planning is more art than science. And, it is the process of conducting a substantive planning effort, of bringing many people together under good leadership, that is often as important as the resulting plan itself. Depending on the special circumstances, mission, and purposes of the organization, most long-range or strategic plans will include some variation and combination of these elements:

- ◆ Statement of mission and purposes;
- ◆ Assumptions about the future (likely internal and external circumstances);
- ◆ Current programs and services;
- ◆ New programs and services;
- ◆ Membership development and retention strategies (if appropriate);
- ◆ Staffing (current and projected);
- ◆ Board of directors (size; method of selection; committee structure; other bylaw provisions);
- ◆ Financial projections (income and expenditures);
- ◆ Fund-raising strategies;
- ◆ Public relations; and
- ◆ Appendices (current and proposed staff organization charts; financial trends for preceding three to five years and projec-

tions for the next three years; trend data on clients and constituents served; etc.).

## 5. Ensure Adequate Resources

An organization can only be effective if it has resources to meet its purposes. Providing adequate resources is first and foremost a board responsibility. Many organizations confuse the chief executive's role with the board's responsibility on this score, particularly when the staff includes a director of development or fund-raiser.

It is perfectly appropriate to consider the chief executive as the "chief fund-raiser," but the board sets fund-raising targets and goals. The performance of the board, chief executive, and director of development is intimately linked to the board's membership and its ability to influence potentially large donors and otherwise monitor and guide fund-raising initiatives. Effective fund-raising is one measure of the board's capabilities, commitment, and influence. Every board member should inventory his or her connections with potentially helpful givers, and the board should accept responsibility in this area. The fund-raising responsibilities of board members should not be restricted to soliciting individual gifts. Board members are also involved in soliciting corporate and foundation grants and in securing government contracts.

All board members should make an annual gift in line with their means. Their personal and collective example is very important. In addition to being able to report 100 percent participation to potential and past supporters, board members are better fund-raisers when they know they have done their part. The amount of personal giving by board members is as important as achieving 100 percent participation.

Aggregate board member giving should be reported as a separate category in fund-raising reports. The aggregate giving for the same period of the preceding year should also be provided. The annual goal should be to exceed the preceding year's total.

We all give to our favorite causes, but a board member's largest gift should always be made to the organizations on whose board he or she sits. The myth that donating time to an organization is equivalent to giving money must be dispelled. Furthermore, board members, not staff, should solicit one another. All prospective board members should understand that making an annual gift is one of the board's expectations.



The board should periodically consider and approve a fund-raising rationale and plan a "case statement." This is a written statement of need that extends in more detail what is presented in the organization's statement of mission and purposes. Whether more unrestricted funds or funds for a special project or program are being sought, the organization needs to develop a game plan. The case should clearly answer why the organization needs money and how it will be used. Harold J. Seymour, author of the classic *Designs for Fund-Raising*, recommends that the case for fund-raising should "aim high, provide perspective, arouse a sense of history and continuity, convey a feeling of importance, relevance and urgency, and have whatever stuff is needed to warm the heart and stir the mind."

The board should guard against a natural tendency to behave as if its development or fund-raising committee alone bears the responsibility for initiatives in this area. Again, fund-raising is a full board function; the appropriate standing committee is simply the board's agent to help coordinate the work of board members, the chief executive, and any fund-raising staff. Complacency should be avoided. Indeed, one of the committee's functions is to remind all board members of their responsibilities.

Although fund-raising plays an integral role in ensuring adequate resources for an organization to function, the board's responsibility goes beyond members' function as fund-raisers. The board must ensure that the organization's current revenues are stable and encourage the cultivation of sources of revenue that are sustainable for the long-term. For instance, the board may advocate the creation of revenue-generating activities that have the potential for growth, such as income from publication sales, membership dues, and other appropriate fees. Entrepreneurial leadership is required today as never before.

## 6. Manage Resources Effectively

An important part of serving the public trust is protecting accumulated assets and managing current income properly. Because organizations are incorporated and granted tax-exempt status by state and federal agencies to fulfill public needs, the board's obligations go well beyond its organization's members, constituents, or clients.

Boards traditionally exercise this responsibility by helping to develop and approve the annual budget. Indeed, this annual rite is

probably one of the board's most significant policy decisions because it sets in motion a host of programmatic, personnel, and other priorities. This responsibility should not be delegated to the board's executive or finance committee.

The board can only monitor the budget's implementation if it is provided clear, intelligible, accurate, and timely financial reports. All board members should receive quarterly balance sheets with a consolidated accounting of all assets and current liabilities. Monthly finance reports should be provided the treasurer and members of the finance or executive committee; in the absence of such committees, all board members should receive them. Monthly reports should show comparative figures for the same period in the preceding fiscal year and, above all, they should be comprehensible to board members. Board members should not shy away from suggesting improvements in the formats and presentations of financial reports.

The board should insist on an annual audit by an independent auditor or accounting firm. The audit function should never be performed by a volunteer board member. As the auditors are directly responsible to the board, it is good practice for the board's finance committee to meet with the auditor at least subsequent to the audit process and before the audit is in its final form.

Boards of larger organizations sometimes make specific requests before the audit process begins. For instance, the board may give instructions concerning one or two areas or questions for inclusion in the auditor's "management letter," which is prepared for the board and chief executive separately from the audit report. Finally, all board members should receive the audit report prior to the meeting at which it is discussed and voted upon. The board is responsible for selecting the auditor, reviewing the auditor's performance, and deciding when it is time for a new auditor (approximately every three to five years).

Several other functions are part of the board's responsibility of managing the nonprofit organization's resources effectively, including ensuring that the requisite cash-management controls are in place and monitoring the performance of key staff members. Board financial responsibilities include purchasing adequate liability insurance, monitoring the distribution of authority for financial decisions between the board and staff, and overseeing investments.

The board monitors the organization's reserve funds and endowments and formulates investment policy and strategy. The board should seek external investment advice when it is needed.

## 7. Determine, Monitor, and Strengthen the Organization's Programs and Services

The board's fundamental role begins with the question of whether current and proposed programs and services are consistent with the organization's stated mission and purposes. Given limited resources and unlimited demands on them, the board must decide among competing priorities. Financial and programmatic decisions should not be made independently.

What the organization does for its members, constituents, or clients determines its significance as a social institution. Yet there is nearly universal complaint by board members that their meeting agendas are dominated by finance and fund-raising issues. Every board must find a sensible division of labor among its members to ensure that programs and services are demonstrably consistent with the organization's mission and purposes and are of high quality. This minimally argues for a standing committee to oversee programs.

The board should have a good sense of its monitoring and oversight role by seeking a balance between the board's responsibility to ensure quality, cost-effective programs and services and the staff's responsibility to creatively initiate and conduct them. In meeting this particular responsibility, board and staff roles often become confused, particularly when board members also volunteer extensively to conduct and manage programs. Candor, openness, and explicit job descriptions go a long way toward negotiating an accommodation satisfactory to everyone.

Here again, the board best performs its role by asking the right questions and expecting good answers. These are illustrative:

- ◆ Is it time to conduct a survey of constituents (or clients or members) to determine their satisfaction with programs and services? When and how was this last done? What were the results? (Such a survey of users could also elicit suggestions to improve existing programs and services and recommend new ones.)
- ◆ How can the board and staff monitor constituent satisfaction with future programs and services in a consistent, cost-effective, and reliable manner?

- ◆ What do we know about who participates in or takes advantage of each of our major programs and services? Are participation trends in the right direction in terms of both numbers and categories of people served?
- ◆ What proportion of the annual budget is devoted to program and services as distinct from personnel costs and other expenditures? Is the balance about right?
- ◆ How should information acquired from ongoing monitoring of the organization's programs and services be used to change its policies or priorities?

## 8. Enhance the Organization's Public Standing

Board members serve not only as a link between the organization's staff or volunteers and its members, constituents, or clients, but also as the organization's ambassadors, advocates, and community representatives. But government leaders, the media, and current and potential funding sources call for an ambitious and effective public relations program to ensure a healthy and accurate public image for the organization. Clearly articulated achievements, contributions to the public good, and explanations for how gifts and grants and other revenue sources are allocated are all part of the process. Written annual reports, timely and informative press releases, consistent communication initiatives with community and government leaders, and timely speeches by appropriate board members to civic and community groups are important elements of a comprehensive public awareness strategy. Over the course of their tenure, board members may meet with elected officials, testify before legislatures, court foundation program officers, speak to community groups, represent the organization at national forums, and—when appropriate—be interviewed by news media.

One of the most important decisions to be made by the chief executive and the board chairperson is who should be the organization's spokesperson. This decision normally depends on the situation, but there are advantages on some issues to ask an especially articulate board chairperson to serve this important function. Volunteer leaders who convey their commitment and dedication through advocacy and a willingness, on behalf of their boards, to get out in front of their chief executives and staffs on the thorny issues, com-

mand more public attention and respect because board members do not receive remuneration.

Boards, however, should guard against the occasionally overzealous board member who may take inappropriate and unilateral initiatives without clearance. The board's elected leaders should ensure that the board appropriately disciplines itself. No board member should represent himself or herself as speaking for the board or organization unless specifically authorized to do so.

## 9. Ensure Legal and Ethical Integrity and Maintain Accountability

Nonprofit organizations have come under increased scrutiny in recent years, caused in part by a few organizations that have failed to maintain appropriate oversight and therefore fell victim to fraud, embezzlement, or some other breach of the public trust. The board is ultimately responsible for ensuring adherence to legal standards and ethical norms. By being diligent in its responsibilities, the board can protect the organization from legal action, promote a safe and ethical working environment, and safeguard the organization's integrity in pursuit of its mission.

One of the marks of an effectively managed and governed organization is its ability to avoid having its board adjudicate personnel issues except in the rarest of circumstances. Solid personnel policies and procedures, grievance protocols, and especially clear understanding about the chief executive's responsibility for hiring, developing, and releasing staff help to ensure proper decorum in this area. Although the board must delegate sufficient authority to the chief executive to handle personnel decisions, there are times when the chief executive needs the board's counsel or when his or her judgment is appropriately challenged. The wise chief executive knows when to consult with the board and ask for its judgment involving disputes not otherwise manageable within the chief executive's prerogatives.

Although laws, IRS requirements, and charity watchdog groups establish certain standards governing nonprofit organizations, effective nonprofits go beyond what is minimally required to maintain accountability.

In its efforts to ensure accountability and legal and ethical behavior, the board establishes policies to guide the organization's board members and staff. Conflict-of-interest policies, for instance, outline

acceptable and unacceptable relationships among the organization, its board members, and its staff.

In addition to establishing pertinent policies, the board also is responsible for adhering to provisions of the organization's bylaws and articles of incorporation. A board that acts inconsistently with its own governance documents and adopted policies is very vulnerable to criticism—or worse.

Although the board develops policies, many of the individual activities required to maintain accountability fall to staff. But among the activities the board is ultimately responsible for and cannot delegate, are these:

- ◆ Adhering to local, state, and federal laws and regulations that apply to nonprofit organizations;
- ◆ Filing and making available accurate, timely reports required by federal, state, and local government agencies, including IR Form 990;
- ◆ Keeping detailed records of any lobbying expenditures and activities;
- ◆ Protecting the organization's staff, volunteers, and clients from harm or injury by ensuring compliance with occupational, safety, health, labor, and related regulations.
- ◆ Developing and maintaining adequate personnel policies and procedures (including grievance mechanisms);
- ◆ Registering with the appropriate state agency before beginning an organized fund-raising campaign;
- ◆ Adhering to the provisions of the organization's bylaws and articles of incorporation and amending them when necessary;
- ◆ Providing for an independent annual audit of all revenues, assets, expenditures, and liabilities; and
- ◆ Publishing an annual report that details the organization's mission, programs, board members, and financial condition.

## 10. Recruit and Orient New Board Members and Assess Board Performance

Whether or not the board is "self-perpetuating" on its own authority, all boards have a responsibility to articulate and make known their needs in terms of member experience, skills, influence, demographic, and many other considerations that define a "balanced" board composition. All boards also have responsibility to properly orient new board members and to periodically and comprehensively assess the board's effectiveness. But there is a related responsibility that more boards are recognizing and acting on: the responsibility to assess the performance of individual board members eligible for reelection or reappointment. None of these are easy matters; all are important.

A distinction needs to be made between two more or less equal parts of a comprehensive orientation program: 1) orientation *to the board and board membership*—corporate responsibilities, bylaw provisions, committee structure, meeting practices, what is expected of all board members, and the like; and 2) orientation *to the organization*—its mission, programs, and services, goals and aspirations, fund-raising strategies, staffing structure and personalities, finances, emerging issues and opportunities, and the like. Trying to do it all in two or three hours is unrealistic.

For boards that have the authority to fill their own vacancies, the most important committee to the long-term health of the board (and, therefore, the organization itself) is the nominating committee (also known as the governance or board development committee). This is the board committee that—in consultation with the full board and the chief executive—oversees the process of defining membership needs, cultivates prospective nominees, checks prospective nominee credentials and performance on other nonprofit boards, recruits nominees, oversees the orientation program, and designs programs of board self-assessment. Service on the nominating committee entails a very full job description, indeed, one that calls for the board's most committed and respected members to constitute the committee's membership.

This is also the committee that is increasingly called upon by the board to draft a "statement of board member responsibilities" for subsequent consideration and adoption. Boards are finding such statements to be very helpful with new member recruitment and orientation, and also for use as a frame of reference in reviewing the contributions of incumbent board members who are eligible for

reappointment or reelection. Attendance and personal giving and solicitation records are part of the candid conversations that need to take place, conversations that are devoid of "dysfunctional politeness," yet fair and sensitive to the individuals involved.

Finally, we turn to board performance assessment. One of the most significant contributions of John W. Nason in his research and writing on trusteeship in higher education and grant-making foundations is his compelling case for self-assessment. Nason urges the board and chief executive to stand back from their usual preoccupations and reflect on how well the board is meeting its responsibilities every three to five years. This process should include a look at how the board's composition, process of identifying and recruiting prospective board members, committee structure, meetings, relationships with key constituencies, and overall performance can be strengthened.

A candid and anonymous written survey of board member perceptions in advance of a workshop or retreat, perhaps supplemented with telephone interviews of at least some board members, can pave the way for consensus on priorities. A qualified third-party facilitator can bring experience, objectivity, credibility, and perspective—along with some innocence—to the process. An overnight stay away from the organization's board room combined with opportunities to socialize can build camaraderie and trust among board members and between the board and the chief executive.

## Conclusion

There are other board responsibilities, of course. Students of governance all have their favorite lists. Questioning unreasonable governmental intrusion and serving as a court of appeal are but two that deserve mention.

It is important and useful, however, to make a distinction between *board* and *board member* responsibilities. Written job descriptions for the board and for its members should help boards to strengthen their sense of purpose, relations with chief executive and staff, organization and structure, and overall performance. This booklet concludes with an illustrative statement of individual board member's responsibilities that can be adapted to various organizational settings.

Boards and their members continue to be underdeveloped resources—in part because it is natural to respond only to expectations

held for them, and in part because of the ambiguities inherent in board responsibilities and board-staff relations. Furthermore, some chief executives and some boards are ambivalent or even negative about in-service education and board development programs. After all, some risk-taking is involved; inviting a third party to participate, for example, can be a difficult decision indeed.

Boards are learning to balance their nearly limitless organizational powers with self-restraint, to delegate authority where possible and sensible without abdicating their considerable responsibilities, and to channel board member enthusiasm and commitment into appropriate behaviors. As nonprofit, voluntary organizations continue to evolve and develop effective programs to strengthen their governance, the nonprofit sector will surely strengthen its already significant contributions to society.

## Appendix 1

### Statement of Individual Board Member's Responsibilities

As boards of directors have basic collective responsibilities, board members are also entrusted with individual responsibilities as a part of board membership. The obligations of board service are considerable—they extend well beyond the basic expectations of attending meetings, participating in fund-raising initiatives, and making monetary contributions.

An interesting paradox, however, is quickly apparent as part of the ambiguity that shrouds board service. On the one hand, board members as individuals have no special privileges, prerogatives, or authority; they must meet in formal session to make corporate decisions. On the other hand, individual board members are expected to meet high standards of personal conduct on behalf of their organization than those usually expected of other volunteers.

A clear statement of individual board member responsibilities adapted to the organization's needs and circumstances can serve at least two purposes: it can help with the process of recruiting new board members by clarifying expectations before candidates accept nomination, and it can provide criteria by which the committee responsible for identifying and recruiting prospective nominees can review the performance of incumbents who are eligible for reelection or reappointment.

Prospective and incumbent board members should commit themselves to:

#### General Expectations

- ◆ Know the organization's mission, purposes, goals, policies, programs, services, strengths, and needs.
- ◆ Perform duties of board membership responsibly and conform to the level of competence expected from board members as outlined in the duties of care, loyalty, and obedience as they apply to nonprofit board members.
- ◆ Suggest possible nominees to the board who are clearly women and men of achievement and distinction and who can make

significant contributions to the work of the board and the organization's progress.

- ◆ Serve in leadership positions and undertake special assignments willingly and enthusiastically.
- ◆ Avoid prejudiced judgments on the basis of information received from individuals and urge those with grievances to follow established policies and procedures through their supervisors. (All matters of potential significance should be called to the attention of the executive and the board's elected leader as appropriate.)
- ◆ Follow trends in the organization's field of interest.
- ◆ Bring good will and a sense of humor to the board's deliberations.

#### Meetings

- ◆ Prepare for and participate in board and committee meetings, including appropriate organizational activities.
- ◆ Ask timely and substantive questions at board and committee meetings consistent with your conscience and convictions, while supporting the majority decision on issues decided by the board.
- ◆ Maintain confidentiality of the board's executive sessions, and speak for the board or organization only when authorized to do so.
- ◆ Suggest agenda items periodically for board and committee meetings to ensure that significant, policy-related matters are addressed.

#### Relationship with Staff

- ◆ Counsel the chief executive as appropriate and support him or her through often difficult relationships with groups or individuals.
- ◆ Avoid asking for special favors of the staff, including special requests for extensive information, without at least prior

consultation with the chief executive, board, or appropriate committee chairperson.

#### Avoiding Conflicts

- ◆ Serve the organization as a whole rather than any special interest group or constituency. Regardless of whether or not you were invited to fill a vacancy reserved for a certain constituency or organization, your first obligation is to avoid any preconception that you "represent" anything but the organization's best interests.
- ◆ Avoid even the appearance of a conflict of interest that might embarrass the board or the organization, and disclose any possible conflicts to the board in a timely fashion.
- ◆ Maintain independence and objectivity and do what a sense of fairness, ethics, and personal integrity dictate, even though not necessarily obliged to do so by law, regulation, or custom.
- ◆ Never accept (or offer) favors or gifts from (or to) anyone who does business with the organization.

#### Fiduciary Responsibilities

- ◆ Exercise prudence with the board in the control and transfer of funds.
- ◆ Faithfully read and understand the organization's financial statements and otherwise help the board fulfill its fiduciary responsibility.

#### Fund-Raising

- ◆ Give an annual gift according to personal means.
- ◆ Assist the development committees and staff by implementing fund-raising strategies through personal influence with others (corporations, individuals, foundations).

Appendix 2

# **A Paradigm: The Evolution of Nonprofit Organization Governance**

*Governance structures tend to change over time as organizations evolve from . . .*

founding	TO	regional or national significance
small numbers of constituencies (or members)	TO	extensive numbers of constituencies
small budgets and staffs	TO	extensive budgets and staffs
modest or no reserve funds (absence of investment policy)	TO	reserve funds and investment policy
small boards	TO	large boards
use of the title of "executive director" for the chief staff officer	TO	use of the title of "president" for the chief staff officer
use of the title of "president" for the chief volunteer officer	TO	use of the title of "chair," "chairman," or "chairperson" for the chief volunteer officer
boards that operate as committees of the whole	TO	boards that depend on effective standing committees

founders who dominate board membership (little turnover)	TO	board members chosen on merit, background, skills (reasonable turnover)
high dependence on board members who also serve as grassroots volunteers	TO	less dependence on board members who also serve as grassroots volunteers
board members who "represent" constituencies	TO	board members who are selected "at-large"
strong emotional commitment by board members to organization purposes	TO	less emotional investment and more use of board members' expertise, skills, and influence
modest or no expectation for board members to make annual personal contributions or raise funds	TO	clear expectation for board members to make annual personal contribution (to serve as an example to others) and to participate in fund-raising
minimal standing policies (e.g., absence of personnel handbook)	TO	codification of board/organizational policies including sophisticated personnel policies and practices
no directors and officers liability insurance	TO	directors and officers liability insurance as well as several other coverages
no annual audit by certified public accountant	TO	annual audit by local or national audit firm





